



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING**

Monday, August 12, 2013

**6:00 p.m. REGULAR COUNCIL MEETING
AGENDA**

A. Call to order

B. Flag Salute

C. Roll Call

D. Approval of Agenda

E. Consent Agenda

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes (TAB 1)
 - a. July 22, 2013, Regular City Council Meeting
 - b. July 30, 2013, Water System Discussion
2. Claims & Vouchers (TAB 2)
 - a. Checks: 35636 to 35644 + Electronic \$ 30,537.25
 - b. Checks: 35645 to 35699 \$ 85,483.22

GRAND TOTAL: \$ 116,020.47

F. Reports

1. Staff Reports (TAB 3)
 - a. Police chief's written report for July 2013
2. Council Reports
3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

1. None

I. Discussion

1. Transportation Improvement Board applications—*Jensen/Forner* (TAB 9)
2. Lease renewal for postage meter—*Cassinelli* (TAB 10)

J. Correspondence and Written Reports

1. Pacific County EDC 2013 Strategic Plan Six Months Update
2. Parks & Recreation Commission minutes for July 12, 2013

K. Future Discussion/Agendas

1. Amended Procedures Ordinance—*City Planner*

N. Adjournment

O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	08/26/13	6:00 p.m.	Community Building
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	08/20/13	6:00 p.m.	Community Building



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, July 22, 2013**

A. Call to Order

Mayor Cassinelli called the meeting to order at 6:00 p.m.

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Marshall, Chambreau and Forner.

D. Approval of Agenda

ACTION: Motion to approve agenda Mulinix/Forner). 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 35603 to 35604 + electronic totaling \$17,205.82 and Checks 35605 to 35636 totaling \$125,516.88.

ACTION: Motion to approve the consent agenda (Chambreau/Marshall). 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

- a. Parks and Recreation Commission Chair Nick Haldeman said the parks planning process surveys will be in the utility bills the first week of August, and invited the council to an open house on Thursday, July 25, 4:30 to 7:00 p.m. at the Ilwaco Community Building meeting room.

2. Council Reports

- a. Councilmember Jensen reported he attended a First Avenue construction meeting and that everything on the project seems to be going smoothly.

3. Mayor's Report

Mayor Cassinelli spoke about an archeological find of a train rail during the First Avenue sewer construction. Arrangements have been made to ensure this type of find does not shut down the project in the future.

G. Comments of Citizens and Guests present

- 1. Ilwaco Resident Ann Saari spoke about her concerns regarding maintenance of the Ilwaco Community Building, including doors, windows, gardens and generator. Discussion ensued. She will meet with the Parks/City Property Committee to discuss further.

2. Peninsula resident Jackie Shelton spoke about the increasing graffiti problem in Ilwaco. Discussion ensued. She will send photos so the city can remove the graffiti.

H. Business

1. **Contract with Washington State Department of Transportation for inspection of the First Avenue Project**

Mayor Cassinelli stated the project manager would be keeping track of WSDOT's inspection hours. Discussion ensued.

ACTION: Call the Question (Marshall). 5 Ayes 0 Nays 0 Abstain. Motion to authorize the mayor to execute the Project Review Reimbursable Agreement between the City of Ilwaco and the Washington State Department of Transportation for the departments inspection costs related to the First Avenue Sanitary Sewer Improvement Project (Marshall/Chambreau). 4 Ayes 1 Nay (Forner) 0 Abstain.

2. **City Center Reservoir bid award**

ACTION: Motion to authorize the mayor to award the bid and enter into a contract for the City Center Reservoir project to Clackamas Construction, Inc. based on their low bid of \$797,914.04 (Jensen/Forner). 5 Ayes 0 Nays 0 Abstain.

3. **Contract for professional IT Services**

ACTION: Motion to approve the mayor to execute the proposed iFocus Consulting Agreement as amended for Network Administration (Chambreau/Mulnix). 5 Ayes 0 Nays 0 Abstain.

I. Discussion

1. **Contract with Washington State Department of Transportation for inspection of the First Avenue Project**

ACTION: Motion to move to business (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.

2. **City Center Reservoir bid award**

Mayor Cassinelli presented the item. Discussion ensued. Councilmember Jensen requested an amendment be considered after the bid award to add the seismic valve back into the project.

ACTION: Motion to move to business (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.

3. **Contract for professional IT services**

Mayor Cassinelli presented the item, with details provided by the Finance Committee.

ACTION: Motion to move to business (Chambreau/Marshall). 5 Ayes 0 Nays 0 Abstain.

J. Correspondence and Written Reports

1. None

K. Adjournment

ACTION: Motion to adjourn the meeting (Marshall/Chambreau). Mayor Cassinelli adjourned the meeting at 7:00 p.m.

Mike Cassinelli, Mayor

PJ Kezele, Deputy City Clerk



CITY OF ILWACO
Water System Discussion
Tuesday, July 30, 2013

A. Call to Order

David Jensen called the workshop to order at 2:00 p.m.

- B. Present:** Councilmembers: David Jensen, Jon Chambreau and Gary Forner; City Engineer Nancy Lockett, Gray & Osborne; Cathi Read, Department of Commerce; Teresa Walker, Department of Health; Water Plant Operators, Daryl Gardner and Dennis Schweizer; Citizens: Gail Moore; Treasurer Elaine McMillan.

C. Discussion

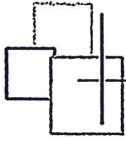
1. Status report on projects – Nancy reported that permits had been applied for from the county and specifications were 90% complete for the backwash basin. The project should go out for bid in August. The pre-construction meeting was held for the Indian Creek Reservoir with work to begin in September. Discussion ensued with the council regarding their desires for seismic valves on the new City Center Reservoir compared to the available funding. It was suggested that the city pursue funds from the Hazard Mitigation fund for seismic valves on all reservoirs as a separate project. The bid for the new upflow clarifier should occur in October. Teresa asked that the 90% plans for that project be sent to her when they are ready. The repair and future work to be done in the slide areas was discussed. The Notice to Proceed for the Culvert Sliplining project will be issued in the next few days. The timber owner in the watershed has changed. The mayor has recently toured a project of the Nature Conservancy illustrating the effects of thinning trees.
2. Water Distribution System – Teresa brought up a request DOH has received from the Washington State Park to dissolve their water system at Cape Disappointment as the park was under the impression the city was testing for coliform in the park. The city is not performing that test and typically does not perform such tests beyond a customer's meter. The unaccounted for water was discussed with the continued hopes that the new metering of production through the water filter project as a possible improvement to the process. The Eagles Nest backflow prevention device issues are still being reviewed to ensure the correct device is installed. Teresa discussed the results of the aluminum testing. She also mentioned that the City of Raymond had recently removed a wood tank and had someone purchase the wood.
3. Next meeting: Tuesday, October 29, 2013, at 1:30 p.m.

D. Adjournment

David Jensen adjourned the workshop at 3:13 p.m.

David Jensen, Mayor Pro-tem

Elaine McMillan, Treasurer



Register

Number	Name	Print Date	Check Number	Amount
Bank of the Pacific		8023281		
Check				
35645	A & E Security Solutions, Inc.	8/12/2013		\$568.65
35646	A-1 Redi Mix	8/12/2013		\$53.90
35647	ABECO Office Systems	8/12/2013		\$108.22
35648	Active Enterprises/petro.	8/12/2013		\$323.40
35649	AlSCO-American Linen Div.	8/12/2013		\$69.40
35650	Art's Auto Parts, Inc.	8/12/2013		\$3.55
35651	Backflow Management Inc.	8/12/2013		\$900.00
35652	Baileys Saw Shop Inc.	8/12/2013		\$144.32
35653	Beach Batteries, Inc	8/12/2013		\$14.57
35654	Cartomation, Inc.	8/12/2013		\$50.00
35655	Century Manufacturing Corporation	8/12/2013		\$131.92
35656	Chinook Observer	8/12/2013		\$68.80
35657	City of Ilwaco	8/12/2013		\$3,741.70
35658	City of Long Beach	8/12/2013		\$15,261.69
35659	Columbia Pacific Heritage Museum	8/12/2013		\$3,128.26
35660	CREST	8/12/2013		\$500.00
35661	Dennis CO	8/12/2013		\$145.87
35662	Dennis Schweizer	8/12/2013		\$41.59
35663	Discovery Benefits	8/12/2013		\$10.50
35664	Englund Marine Supply Inc	8/12/2013		\$98.35
35665	Evergreen Septic Service	8/12/2013		\$70.00
35666	GA Industries, LLC	8/12/2013		\$544.91
35667	Goulter Diamond Bar Ranch	8/12/2013		\$1,333.33
35668	Gray & Osborne, Inc.	8/12/2013		\$44,670.53
35669	HD Fowler Company	8/12/2013		\$1,152.78
35670	Heather Reynolds, Attorney	8/12/2013		\$527.00
35671	K & L Supply, Inc.	8/12/2013		\$83.50
35672	Kubwater Resources Inc.	8/12/2013		\$1,373.66
35673	LEAF	8/12/2013		\$129.88
35674	Michael S. Turner	8/12/2013		\$412.00
35675	Nancy McAllister	8/12/2013		\$412.00
35676	Naselle Rock & Asphalt	8/12/2013		\$14.50
35677	North Central Laboratories	8/12/2013		\$269.06
35678	Oman & Son	8/12/2013		\$140.13
35679	One Call Concepts, Inc.	8/12/2013		\$40.63
35680	Pacific CO Dept Public WK	8/12/2013		\$20.00
35681	Pacific CO Development	8/12/2013		\$769.00
35682	Pacific CO Health Dept.	8/12/2013		\$84.50
35683	Pacific County DCD	8/12/2013		\$105.00
35684	Pacific County Treasurer	8/12/2013		\$200.00
35685	Peninsula Sanitation Service, Inc.	8/12/2013		\$367.88
35686	PJ Kezele	8/12/2013		\$136.75
35687	Sid's IGA	8/12/2013		\$49.54
35688	Sunset Auto Parts Inc.	8/12/2013		\$99.88
35689	Tangly Cottage Gardening	8/12/2013		\$368.48
35690	Tidy By The Sea, LLC	8/12/2013		\$390.00
35691	USA Blue Book	8/12/2013		\$263.75
35692	Verizon Wireless	8/12/2013		\$102.19
35693	Visa	8/12/2013		\$129.33
35694	Vision Municipal Solutions, Llc	8/12/2013		\$584.59
35695	WA State Dept of Revenue	8/12/2013		\$72.34
35696	Wadsworth Electric	8/12/2013		\$2,307.20
35697	Walter E. Nelson Co. of Astoria	8/12/2013		\$266.93
35698	Wilcox & Flegel Oil Co.	8/12/2013		\$2,215.26
35699	William R. Penoyar, Attorney at Law	8/12/2013		\$412.00
Total Check				\$85,483.22
Total 8023281				\$85,483.22

Grand Total

\$85,483.22

CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 35645 through 35699 are approved for payment in the amount of: \$85,483.22

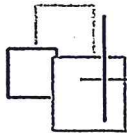
This 12th day of August, 2013

Council member


Treasurer

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	35645	2013 - August - First meeting			
		Invoice - 8/2/2013 1:12:02 PM			
			111819		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$113.73
			001-000-000-522-10-31-00	Office & Operating Supplies	\$113.73
			101-000-000-543-30-30-00	Office And Operating	\$113.73
			401-000-000-534-00-31-00	Operation & Maintenance	\$113.73
			409-000-000-535-00-31-01	Operations And Maintenance	\$113.73
		Total Invoice - 8/2/2013 1:12:02 PM			
					\$568.65
	Total 35645				\$568.65
Total A & E Security Solutions, Inc.					
A-1 Redi Mix					
	35646	2013 - August - First meeting			
		Invoice - 8/2/2013 1:11:33 PM			
			14955		
			001-000-000-576-80-48-00	Repairs & Maintenance	\$53.90
		Total Invoice - 8/2/2013 1:11:33 PM			
					\$53.90
	Total 35646				\$53.90
Total A-1 Redi Mix					
ABECO Office Systems					
	35647	2013 - August - First meeting			
		Invoice - 8/2/2013 1:12:36 PM			
			1215857-0		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$27.06
			101-000-000-543-30-30-00	Office And Operating	\$27.06
			401-000-000-534-00-31-00	Operation & Maintenance	\$27.06
			409-000-000-535-00-31-01	Operations And Maintenance	\$27.04
		Total Invoice - 8/2/2013 1:12:36 PM			
					\$108.22
	Total 35647				\$108.22
Total ABECO Office Systems					
Active Enterprises/petro.					
	35648	2013 - August - First meeting			
		Invoice - 8/2/2013 2:50:37 PM			
			10905		
			001-000-000-522-10-48-00	Repair & Maintenance	\$323.40
		Total Invoice - 8/2/2013 2:50:37 PM			
					\$323.40
	Total 35648				\$323.40
Total Active Enterprises/petro.					
AlSCO-American Linen Div.					
	35649	2013 - August - First meeting			
		Invoice - 8/2/2013 1:13:38 PM			
			LPOR996445		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$8.68
			101-000-000-543-30-30-00	Office And Operating	\$8.68
			401-000-000-534-00-31-00	Operation & Maintenance	\$8.68
			409-000-000-535-00-31-01	Operations And Maintenance	\$8.66
		Total Invoice - 8/2/2013 1:13:38 PM			
					\$34.70
		Invoice - 8/2/2013 1:12:50 PM			
			LPOR987357		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$8.68
			101-000-000-543-30-30-00	Office And Operating	\$8.68
			401-000-000-534-00-31-00	Operation & Maintenance	\$8.68
			409-000-000-535-00-31-01	Operations And Maintenance	\$8.66
		Total Invoice - 8/2/2013 1:12:50 PM			
					\$34.70
	Total 35649				\$69.40
Total AlSCO-American Linen Div.					
Art's Auto Parts, Inc.					
	35650	2013 - August - First meeting			
		Invoice - 8/2/2013 1:16:45 PM			
			110462		
			101-000-000-542-30-35-00	Roadway Equipment	\$3.55
		Total Invoice - 8/2/2013 1:16:45 PM			
					\$3.55
	Total 35650				\$3.55
Total Art's Auto Parts, Inc.					
Backflow Management Inc.					
	35651	2013 - August - First meeting			
		Invoice - 8/2/2013 1:19:58 PM			
			6709		
			401-000-000-534-00-41-00	Professional Services	\$900.00
		Total Invoice - 8/2/2013 1:19:58 PM			
					\$900.00
	Total 35651				\$900.00
Total Backflow Management Inc.					

Balleys Saw Shop Inc. 35652	2013 - August - First meeting		
Invoice - 8/2/2013 1:17:56 PM 072213002			
001-000-000-576-80-31-00	Office & Operating Supplies		\$47.31
Total Invoice - 8/2/2013 1:17:56 PM			\$47.31
Invoice - 8/2/2013 1:17:57 PM 070313001			
001-000-000-576-80-35-00 edger	Small Tools & Equipment		\$97.01
Total Invoice - 8/2/2013 1:17:57 PM			\$97.01
Total 35652			\$144.32
Total Balleys Saw Shop Inc.			\$144.32
Beach Batteries, Inc. 35653	2013 - August - First meeting		
Invoice - 8/2/2013 1:19:23 PM 26715			
101-000-000-543-30-30-02	Small Tools & Equipment		\$14.57
Total Invoice - 8/2/2013 1:19:23 PM			\$14.57
Total 35653			\$14.57
Total Beach Batteries, Inc.			\$14.57
Cartomation, Inc. 35654	2013 - August - First meeting		
Invoice - 8/2/2013 4:24:42 PM			
001-000-000-557-20-41-00	Ilwaco Web Page		\$50.00
GIS map storage			
Total Invoice - 8/2/2013 4:24:42 PM			\$50.00
Total 35654			\$50.00
Total Cartomation, Inc.			\$50.00
Century Manufacturing Corporation 35655	2013 - August - First meeting		
Invoice - 8/2/2013 1:20:26 PM 523652			
001-000-000-576-80-31-00	Office & Operating Supplies		\$65.96
101-000-000-542-70-31-00	Roadside Operating		\$65.96
Total Invoice - 8/2/2013 1:20:26 PM			\$131.92
Total 35655			\$131.92
Total Century Manufacturing Corporation			\$131.92
Chinook Observer 35656	2013 - August - First meeting		
Invoice - 8/2/2013 2:34:12 PM 37973 public notice			
409-000-000-594-63-35-03	First Avenue Sewer Line - Construction		\$68.80
Total Invoice - 8/2/2013 2:34:12 PM			\$68.80
Total 35656			\$68.80
Total Chinook Observer			\$68.80
City of Ilwaco 35657	2013 - August - First meeting		
Invoice - 8/2/2013 1:28:28 PM			
001-000-000-511-60-47-02	City Sewer - Museum		\$37.10
001-000-000-514-20-47-02	Water - City Hall		\$52.08
001-000-000-514-20-47-03	Sewer - City Hall		\$74.61
001-000-000-514-20-47-04	Storm Drainage		\$25.11
001-000-000-522-50-47-01	Water		\$185.64
001-000-000-522-50-47-02	Sewer		\$283.93
001-000-000-522-50-47-03	Storm Drainage		\$61.14
001-000-000-572-50-47-01	City Water		\$154.93
001-000-000-572-50-47-02	City Sewer		\$211.51
001-000-000-572-50-47-03	Storm Drainage		\$9.83
001-000-000-576-80-47-01	Water-Parks, Sprinklers, Blikk		\$284.45
001-000-000-576-80-47-02	Sewer-Parks, Black Lake		\$194.20
001-000-000-576-80-47-03	Storm Drainage		\$29.48
409-000-000-535-00-47-02	Water		\$768.01
409-000-000-535-00-47-03	Sewer		\$1,340.20
409-000-000-535-00-47-05	Storm Drainage		\$29.48
Total Invoice - 8/2/2013 1:28:28 PM			\$3,741.70
Total 35657			\$3,741.70
Total City of Ilwaco			\$3,741.70
City of Long Beach 35658	2013 - August - First meeting		
Invoice - 8/2/2013 4:23:33 PM			
001-000-000-521-10-50-00	Law Enforcement Contract		\$15,261.69
Total Invoice - 8/2/2013 4:23:33 PM			\$15,261.69
Total 35658			\$15,261.69
Total City of Long Beach			\$15,261.69
Columbia Pacific Heritage Museum 35659	2013 - August - First meeting		
Invoice - 8/6/2013 4:48:11 PM			
2013 1st request			
104-000-000-573-90-44-00	Ilwaco Museum Celebrations		\$3,128.26
Total Invoice - 8/6/2013 4:48:11 PM			\$3,128.26
Total 35659			\$3,128.26
Total Columbia Pacific Heritage Museum			\$3,128.26
CREST 35660	2013 - August - First meeting		

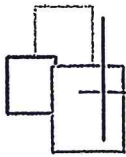
Invoice - 8/2/2013 2:35:01 PM			
001-000-000-558-60-41-00		Planner Services	\$500.00
Total Invoice - 8/2/2013 2:35:01 PM			\$500.00
Total 35660			\$500.00
Total CREST			
Dennis CO			
35661			
2013 - August - First meeting			
Invoice - 8/2/2013 2:41:47 PM			
001-000-000-522-10-31-00		Office & Operating Supplies	\$21.55
422632			
001-000-000-522-10-31-00		Office & Operating Supplies	\$15.61
422932			
001-000-000-522-10-31-00		Office & Operating Supplies	\$12.90
422524			
001-000-000-576-80-31-00		Office & Operating Supplies	\$35.55
422629			
401-000-000-534-00-31-00		Operation & Maintenance	\$37.68
423106			
401-000-000-534-00-31-00		Operation & Maintenance	\$22.58
423459			
Total Invoice - 8/2/2013 2:41:47 PM			\$145.87
Total 35661			\$145.87
Total Dennis CO			\$145.87
Dennis Schweizer			
35662			
2013 - August - First meeting			
Invoice - 8/2/2013 2:36:38 PM			
reimburse for laminating maps			
401-000-000-534-00-31-00		Operation & Maintenance	\$41.59
Total Invoice - 8/2/2013 2:36:38 PM			\$41.59
Total 35662			\$41.59
Total Dennis Schweizer			\$41.59
Englund Marine Supply Inc			
35664			
2013 - August - First meeting			
Invoice - 8/2/2013 2:51:32 PM			
001-000-000-522-10-31-00		Office & Operating Supplies	\$58.65
401-000-000-534-00-31-00		Operation & Maintenance	\$10.03
409-000-000-535-00-31-01		Operations And Maintenance	\$29.67
Total Invoice - 8/2/2013 2:51:32 PM			\$98.35
Total 35664			\$98.35
Total Englund Marine Supply Inc			\$98.35
Evergreen Septic Service			
35665			
2013 - August - First meeting			
Invoice - 8/6/2013 4:40:08 PM			
14409			
001-000-000-576-80-47-02		Sewer-Parks, Black Lake	\$70.00
Total Invoice - 8/6/2013 4:40:08 PM			\$70.00
Total 35665			\$70.00
Total Evergreen Septic Service			\$70.00
GA Industries, LLC			
35666			
2013 - August - First meeting			
Invoice - 8/2/2013 3:06:34 PM			
439001719			
409-000-000-535-00-31-01		Operations And Maintenance	\$544.91
Total Invoice - 8/2/2013 3:06:34 PM			\$544.91
Total 35666			\$544.91
Total GA Industries, LLC			\$544.91
Goulter Diamond Bar Ranch			
35667			
2013 - August - First meeting			
Invoice - 8/2/2013 4:24:33 PM			
409-000-000-535-00-45-00		Spray Sludge Disposal Site	\$1,333.33
sludge site			
Total Invoice - 8/2/2013 4:24:33 PM			\$1,333.33
Total 35667			\$1,333.33
Total Goulter Diamond Bar Ranch			\$1,333.33
Gray & Osborne, Inc.			
35668			
2013 - August - First meeting			
Invoice - 8/7/2013 11:47:05 AM			
12571.00-3			
001-000-000-558-60-41-00		Planner Services	\$143.36
Total Invoice - 8/7/2013 11:47:05 AM			\$143.36
Invoice - 8/2/2013 3:07:09 PM			
12458.00-16			
401-000-000-594-34-41-01		Engineering - Plant	\$1,355.37
Total Invoice - 8/2/2013 3:07:09 PM			\$1,355.37
Invoice - 8/7/2013 11:47:04 AM			
12555.00-11			
401-000-000-594-34-41-01		Engineering - Plant	\$9,681.04
Total Invoice - 8/7/2013 11:47:04 AM			\$9,681.04
Invoice - 8/7/2013 11:47:08 AM			
12460.00-18			
401-000-000-594-34-41-02		Engineering - Distribution	\$4,547.56
Total Invoice - 8/7/2013 11:47:08 AM			\$4,547.56
Invoice - 8/7/2013 11:47:07 AM			
12459.00-17			
401-000-000-594-34-41-02		Engineering - Distribution	\$1,436.87

		Total Invoice - 8/7/2013 11:47:07 AM	\$1,436.87
		Invoice - 8/7/2013 11:52:29 AM	
		13458.00-5	
		409-000-000-594-63-35-01	First Street Sewer Engineering
			\$23,906.49
		Total Invoice - 8/7/2013 11:52:29 AM	\$23,906.49
		Invoice - 8/7/2013 12:09:51 PM	
		13441.00-6	
		409-000-000-594-63-35-02	Engineering - Collection System
			\$2,283.05
		Total Invoice - 8/7/2013 12:09:51 PM	\$2,283.05
		Invoice - 8/7/2013 11:52:30 AM	
		12564.00-10	
		409-000-000-594-63-35-02	Engineering - Collection System
			\$1,316.79
		Total Invoice - 8/7/2013 11:52:30 AM	\$1,316.79
			\$44,670.53
			\$44,670.53
Total 35668			
Total Gray & Osborne, Inc.			
HD Fowler Company			
35669			
		2013 - August - First meeting	
		Invoice - 8/2/2013 3:12:35 PM	
		401-000-000-534-00-31-00	Operation & Maintenance
			\$695.44
		Total Invoice - 8/2/2013 3:12:35 PM	\$695.44
		Invoice - 8/6/2013 4:53:11 PM	
		13405268	
		401-000-000-534-00-31-00	Operation & Maintenance
			\$148.86
		Total Invoice - 8/6/2013 4:53:11 PM	\$148.86
		Invoice - 8/2/2013 3:08:31 PM	
		13407007	
		401-000-000-534-00-31-00	Operation & Maintenance
			\$308.48
		Total Invoice - 8/2/2013 3:08:31 PM	\$308.48
			\$1,152.78
			\$1,152.78
Total 35669			
Total HD Fowler Company			
Heather Reynolds, Attorney			
35670			
		2013 - August - First meeting	
		Invoice - 8/2/2013 3:08:03 PM	
		7-2013	
		001-000-000-515-20-41-00	-Legal Services
			\$527.00
		Total Invoice - 8/2/2013 3:08:03 PM	\$527.00
			\$527.00
			\$527.00
Total 35670			
Total Heather Reynolds, Attorney			
K & L Supply, Inc.			
35671			
		2013 - August - First meeting	
		Invoice - 8/2/2013 3:13:26 PM	
		36667	
		409-000-000-535-00-31-01	Operations And Maintenance
			\$83.50
		Total Invoice - 8/2/2013 3:13:26 PM	\$83.50
			\$83.50
			\$83.50
Total 35671			
Total K & L Supply, Inc.			
Kubwater Resources Inc.			
35672			
		2013 - August - First meeting	
		Invoice - 8/6/2013 4:58:12 PM	
		3513	
		409-000-000-535-00-31-02	Chemicals
			\$1,373.66
		Total Invoice - 8/6/2013 4:58:12 PM	\$1,373.66
			\$1,373.66
			\$1,373.66
Total 35672			
Total Kubwater Resources Inc.			
LEAF			
35673			
		2013 - August - First meeting	
		Invoice - 8/2/2013 3:29:30 PM	
		001-000-000-514-20-31-00	Office & Operating Supplies
			\$22.08
		001-000-000-522-10-31-00	Office & Operating Supplies
			\$20.78
		101-000-000-543-30-30-00	Office And Operating
			\$22.08
		401-000-000-534-00-31-00	Operation & Maintenance
			\$22.08
		408-000-000-531-38-31-01	Operations & Maintenance
			\$20.78
		409-000-000-535-00-31-01	Operations And Maintenance
			\$22.08
		Total Invoice - 8/2/2013 3:29:30 PM	\$129.88
			\$129.88
			\$129.88
Total 35673			
Total LEAF			
Michael S. Turner			
35674			
		2013 - August - First meeting	
		Invoice - 8/2/2013 4:24:25 PM	
		001-000-000-512-40-51-00	Municipal Court Services
			\$412.00
		Court services	
		Total Invoice - 8/2/2013 4:24:25 PM	\$412.00
			\$412.00
			\$412.00
Total 35674			
Total Michael S. Turner			
Nancy McAllister			
35675			
		2013 - August - First meeting	
		Invoice - 8/2/2013 4:24:13 PM	
		001-000-000-512-40-51-00	Municipal Court Services
			\$412.00
		Court services	
		Total Invoice - 8/2/2013 4:24:13 PM	\$412.00
			\$412.00
			\$412.00
Total 35675			
Total Nancy McAllister			
Naselle Rock & Asphalt			
35676			
		2013 - August - First meeting	
		Invoice - 8/6/2013 4:46:18 PM	

	23341			
	408-000-000-531-38-31-01	Operations & Maintenance		\$14.50
	Total Invoice - 8/6/2013 4:46:18 PM			\$14.50
				\$14.50
				\$14.50
Total Naselle Rock & Asphalt				
North Central Laboratories				
35677				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:35:13 PM			
	324515			
	409-000-000-535-00-31-01	Operations And Maintenance		\$269.06
	Total Invoice - 8/2/2013 3:35:13 PM			\$269.06
				\$269.06
				\$269.06
Total North Central Laboratories				
Oman & Son				
35678				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:38:08 PM			
	July 2013			
	401-000-000-534-00-31-00	Operation & Maintenance		\$123.97
	409-000-000-535-00-31-01	Operations And Maintenance		\$16.16
	Total Invoice - 8/2/2013 3:38:08 PM			\$140.13
				\$140.13
				\$140.13
Total Oman & Son				
One Call Concepts, Inc.				
35679				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:39:06 PM			
	3079069			
	101-000-000-543-30-30-00	Office And Operating		\$13.54
	401-000-000-534-00-31-00	Operation & Maintenance		\$13.55
	409-000-000-535-00-31-01	Operations And Maintenance		\$13.54
	Total Invoice - 8/2/2013 3:39:06 PM			\$40.63
				\$40.63
				\$40.63
Total One Call Concepts, Inc.				
Pacific CO Dept Public WK				
35680				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:42:03 PM			
	7-16-13			
	401-000-000-534-00-31-00	Operation & Maintenance		\$20.00
	Total Invoice - 8/2/2013 3:42:03 PM			\$20.00
				\$20.00
				\$20.00
Total Pacific CO Dept Public WK				
Pacific CO Development				
35681				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:44:49 PM			
	104-000-000-573-90-44-01	Visitors Bldg. - City Portion		\$769.00
	Total Invoice - 8/2/2013 3:44:49 PM			\$769.00
				\$769.00
				\$769.00
Total Pacific CO Development				
Pacific CO Health Dept.				
35682				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:41:34 PM			
	2013-127			
	001-000-000-566-00-51-00	Alcohol Program 2%		\$42.26
	Total Invoice - 8/2/2013 3:41:34 PM			\$42.26
	Invoice - 8/2/2013 3:40:41 PM			
	2013-128			
	001-000-000-566-00-51-00	Alcohol Program 2%		\$42.24
	Total Invoice - 8/2/2013 3:40:41 PM			\$42.24
				\$84.50
				\$84.50
Total Pacific CO Health Dept.				
Pacific County DCD				
35683				
		2013 - August - First meeting		
	Invoice - 8/6/2013 4:45:42 PM			
	291			
	401-000-000-534-00-31-00	Operation & Maintenance		\$105.00
	Total Invoice - 8/6/2013 4:45:42 PM			\$105.00
				\$105.00
				\$105.00
Total Pacific County DCD				
Pacific County Treasurer				
35684				
		2013 - August - First meeting		
	Invoice - 8/6/2013 4:35:28 PM			
	July 2013			
	001-000-000-512-40-51-00	Municipal Court Services		\$200.00
	Total Invoice - 8/6/2013 4:35:28 PM			\$200.00
				\$200.00
				\$200.00
Total Pacific County Treasurer				
Peninsula Sanitation Service, Inc.				
35685				
		2013 - August - First meeting		
	Invoice - 8/2/2013 3:48:26 PM			
	001-000-000-514-20-47-01	Garbage Bills		\$288.72
	409-000-000-535-00-47-04	Garbage Services		\$79.16
	Total Invoice - 8/2/2013 3:48:26 PM			\$367.88
				\$367.88
				\$367.88
Total Peninsula Sanitation Service, Inc.				
PJ Kezele				
35686				
		2013 - August - First meeting		

		Invoice - 8/2/2013 3:28:08 PM		
		reimburse for travel to SMP training		
		001-000-000-514-40-00	Training	\$136.75
		Total Invoice - 8/2/2013 3:28:08 PM		\$136.75
				\$136.75
				\$136.75
Total PJ Kezele	Total 35686			
Sid's IGA	35687	2013 - August - First meeting		
		Invoice - 8/2/2013 3:49:24 PM		
		401-000-000-534-00-31-00	Operation & Maintenance	\$16.18
		Total Invoice - 8/2/2013 3:49:24 PM		\$16.18
		Invoice - 8/2/2013 3:49:51 PM		
		409-000-000-535-00-31-01	Operations And Maintenance	\$33.36
		Total Invoice - 8/2/2013 3:49:51 PM		\$33.36
				\$49.54
				\$49.54
Total Sid's IGA	Total 35687			
Sunset Auto Parts Inc.	35688	2013 - August - First meeting		
		Invoice - 8/2/2013 3:52:47 PM		
		401-000-000-534-00-31-00	Operation & Maintenance	\$7.36
		401-000-000-534-00-31-00	Operation & Maintenance	\$9.42
		401-000-000-534-00-48-00	Vehicle Repairs And Maint.	\$54.33
		Total Invoice - 8/2/2013 3:52:47 PM		\$71.11
		Invoice - 8/6/2013 4:37:20 PM		
		7742930		
		401-000-000-534-00-48-00	Vehicle Repairs And Maint.	\$28.77
		Total Invoice - 8/6/2013 4:37:20 PM		\$28.77
				\$99.88
				\$99.88
Total Sunset Auto Parts Inc.	Total 35688			
Tangly Cottage Gardening	35689	2013 - August - First meeting		
		Invoice - 8/2/2013 3:51:36 PM		
		104-000-000-573-90-40-02	Miscellaneous	\$368.48
		Total Invoice - 8/2/2013 3:51:36 PM		\$368.48
				\$368.48
				\$368.48
Total Tangly Cottage Gardening	Total 35689			
Tidy By The Sea, LLC	35690	2013 - August - First meeting		
		Invoice - 8/2/2013 4:25:00 PM		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$65.00
		001-000-000-572-50-41-00	Custodian Library	\$325.00
		Total Invoice - 8/2/2013 4:25:00 PM		\$390.00
				\$390.00
				\$390.00
Total Tidy By The Sea, LLC	Total 35690			
USA Blue Book	35691	2013 - August - First meeting		
		Invoice - 8/7/2013 11:37:57 AM		
		112721		
		401-000-000-534-00-31-00	Operation & Maintenance	\$263.75
		Total Invoice - 8/7/2013 11:37:57 AM		\$263.75
				\$263.75
				\$263.75
Total USA Blue Book	Total 35691			
Verizon Wireless	35692	2013 - August - First meeting		
		Invoice - 8/2/2013 3:54:04 PM		
		9708485915		
		401-000-000-534-00-42-00	Communications	\$102.19
		Total Invoice - 8/2/2013 3:54:04 PM		\$102.19
				\$102.19
				\$102.19
Total Verizon Wireless	Total 35692			
Visa	35693	2013 - August - First meeting		
		Invoice - 8/2/2013 4:00:43 PM		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$13.47
		401-000-000-534-00-31-06	Office & Customer Service	\$13.47
		408-000-000-531-38-31-01	Operations & Maintenance	\$13.47
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$13.47
		Total Invoice - 8/2/2013 4:00:43 PM		\$53.88
		Invoice - 8/2/2013 4:01:48 PM		
		001-000-000-514-20-31-00	Office & Operating Supplies	\$75.45
		Total Invoice - 8/2/2013 4:01:48 PM		\$75.45
				\$129.33
				\$129.33
Total Visa	Total 35693			
Vision Municipal Solutions, Llc	35694	2013 - August - First meeting		
		Invoice - 8/2/2013 3:58:28 PM		
		1905		
		401-000-000-534-00-31-06	Office & Customer Service	\$372.10
		409-000-000-535-00-31-08	Office Supplies & Customer Service	\$212.49
		Total Invoice - 8/2/2013 3:58:28 PM		\$584.59
				\$584.59
				\$584.59
Total Vision Municipal Solutions, Llc	Total 35694			
WA State Dept of Revenue	35695	2013 - August - First meeting		
		Invoice - 8/2/2013 4:05:38 PM		

	2501-2013-Qtr2		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$72.34
	Total Invoice - 8/2/2013 4:05:38 PM		\$72.34
Total 35695			\$72.34
Total WA State Dept of Revenue			\$72.34
Wadsworth Electric			
35696			
	2013 - August - First meeting		
	Invoice - 8/6/2013 4:39:08 PM		
	14023		
	001-000-000-571-50-40-01	Community Bldg Other-Mntc	\$285.08
	Total Invoice - 8/6/2013 4:39:08 PM		\$285.08
	Invoice - 8/2/2013 4:02:14 PM		
	13962		
	409-000-000-535-00-41-01	Professional Services - Electrician	\$2,022.12
	Total Invoice - 8/2/2013 4:02:14 PM		\$2,022.12
Total 35696			\$2,307.20
Total Wadsworth Electric			\$2,307.20
Walter E. Nelson Co. of Astoria			
35697			
	2013 - August - First meeting		
	Invoice - 8/2/2013 4:03:17 PM		
	361318		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$53.38
	001-000-000-576-80-31-00	Office & Operating Supplies	\$53.39
	101-000-000-543-30-30-00	Office And Operating	\$53.39
	401-000-000-534-00-31-06	Office & Customer Service	\$53.38
	409-000-000-535-00-31-08	Office Supplies & Customer Service	\$53.39
	Total Invoice - 8/2/2013 4:03:17 PM		\$266.93
Total 35697			\$266.93
Total Walter E. Nelson Co. of Astoria			\$266.93
Wilcox & Flegel Oil Co.			
35698			
	2013 - August - First meeting		
	Invoice - 8/6/2013 4:47:21 PM		
	001-000-000-522-10-32-00	Gasoline	\$122.18
	Total Invoice - 8/6/2013 4:47:21 PM		\$122.18
	Invoice - 8/2/2013 4:13:24 PM		
	9411813-IN		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$316.26
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$425.39
	104-000-000-573-90-44-02	Ilwaco Merchants Association	\$0.00
	401-000-000-534-00-32-00	Gasoline	\$695.77
	408-000-000-531-38-32-00	Gas/Oil Products	\$172.21
	409-000-000-535-00-32-00	Gas/oil Products	\$217.87
	Total Invoice - 8/2/2013 4:13:24 PM		\$1,827.50
	Invoice - 8/2/2013 4:15:37 PM		
	0535528-IN		
	409-000-000-535-00-32-00	Gas/oil Products	\$179.89
	Total Invoice - 8/2/2013 4:15:37 PM		\$179.89
	Invoice - 8/2/2013 4:14:29 PM		
	0535531-IN		
	409-000-000-535-00-32-00	Gas/oil Products	\$85.69
	Total Invoice - 8/2/2013 4:14:29 PM		\$85.69
Total 35698			\$2,215.26
Total Wilcox & Flegel Oil Co.			\$2,215.26
William R. Penoyar, Attorney at Law			
35699			
	2013 - August - First meeting		
	Invoice - 8/2/2013 4:24:00 PM		
	001-000-000-512-40-51-00	Municipal Court Services	\$412.00
	Total Invoice - 8/2/2013 4:24:00 PM		\$412.00
Total 35699			\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand Total	Vendor Count	54	\$85,472.72
		Discovery Benefits	10.5
			\$85,483.22



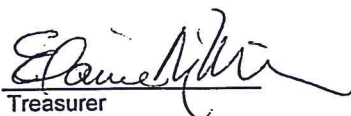
Register

Number	Name	Fiscal Description	Cleared	Amount
<u>35636</u>	Gardner, Daryl W	2013 - August - First meeting		\$1,717.65
<u>35637</u>	Jensen, David	2013 - August - First meeting		\$181.52
<u>35638</u>	Schweizer, Dennis	2013 - August - First meeting		\$1,793.20
<u>35639</u>	Williams, Thomas R	2013 - August - First meeting		\$883.54
<u>35640</u>	AFLAC Remittance Processing	2013 - August - First meeting		\$23.80
<u>35641</u>	AWC - Life Insurance	2013 - August - First meeting		\$23.00
<u>35642</u>	AWC Employee Benefit Trust	2013 - August - First meeting		\$4,740.50
<u>35643</u>	Dept of Retirement - Def Comp	2013 - August - First meeting		\$280.00
<u>35644</u>	Dept of Retirement Systems	2013 - August - First meeting		\$4,819.83
ACH Pay - 817	Cassinelli, Michael	2013 - August - First meeting		\$422.10
ACH Pay - 818	Chambreau, Jon H.	2013 - August - First meeting		\$181.52
ACH Pay - 819	Fornier, Gary	2013 - August - First meeting		\$372.35
ACH Pay - 821	Gustafson, David M.	2013 - August - First meeting		\$1,655.08
ACH Pay - 822	Hazen, Warren M.	2013 - August - First meeting		\$1,856.35
ACH Pay - 824	Kezele, Pamela J.	2013 - August - First meeting		\$956.58
ACH Pay - 825	Marshall, Fred	2013 - August - First meeting		\$181.52
ACH Pay - 826	Mc Kee, David A	2013 - August - First meeting		\$1,755.15
ACH Pay - 827	Mc Millan, Elaine	2013 - August - First meeting		\$943.90
ACH Pay - 828	Mulinix, Vinessa	2013 - August - First meeting		\$179.82
ACH Pay - 830	Staples, Terri P	2013 - August - First meeting		\$470.27
ACH Pay - 831	Stierns, Jacob	2013 - August - First meeting		\$1,251.96
<u>EFT 8-2-13 1</u>	Discovery Benefits	2013 - August - First meeting		\$1,050.00
<u>EFT 8 5 13 2</u>	U.S. Treasury Department	2013 - August - First meeting		\$4,797.61
				\$30,537.25

We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 35636 through 35644 and electronic payments totalling \$30,537.25 are approved this 12th day of August, 2013

Council member

Council member



Treasurer

Council member

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

08-01-13

Page 1 of 3

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for July 2013

During the month of July the Long Beach Police Department handled the following cases and calls:

Long Beach

725 Total Incidents

Aid Call Assists: 8

Alarms: 7

Animal Complaints: 9

Assaults: 4

Assists: 113

(Includes 10 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 3

Disturbance: 29

Drug Inv.: 7

Fire Call Assists: 7

Follow Up: 170

Found/Lost Property: 41

Harassment: 10

Malicious Mischief: 10

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 7

Prowler: 2

Runaway: 0

Security Checks: 78

Suspicious: 35

Thefts: 20

Traffic Accidents: 4

Traffic Complaints: 29

Traffic Tickets: 10

Traffic Warnings: 95

Trespass: 5

Warrant Arrests: 3

Welfare Checks: 19

Ilwaco

320 Total Incidents

Aid Call Assists: 5

Alarms: 1

Animal Complaints: 5

Assaults: 5

Assists: 58

Burglaries: 1

Disturbance: 6

Drug Inv.: 0

Fire Call Assists: 1

Follow Up: 86

Found/Lost Property: 3

Harassment: 6

Malicious Mischief: 0

MIP – Alcohol: 1

MIP – Tobacco: 0

Missing Person: 2

Prowler: 0

Runaway: 0

Security Checks: 73

Suspicious: 17

Thefts: 3

Traffic Accidents: 1

Traffic Complaints: 9

Traffic Tickets: 4

Traffic Warnings: 23

Trespass: 3

Warrant Arrests: 0

Welfare Checks: 7

Monthly Report Continued:

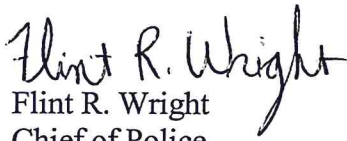
Page 2 of 3

On July 1st I received a thank you letter from a lady whose husband Officer Steve Ross assisted on June 19th. Officer Ross was patrolling when he saw a male subject with a woman holding his head. Officer Ross contacted them and found out that the man had fallen and was hurt. Officer Ross summoned aid for the subject. A copy of the letter is attached.

The July 4th weekend was busy but the crowds were well behaved for the most part. For the July 4th fireworks in Long Beach I brought in two extra officers as well as three flaggers. Casey helped with traffic control for the race in Ilwaco on the 6th. For the Ilwaco fireworks show on the 7th we provided foot patrol and traffic control. All the events went very well. Whenever you have that many people combined with alcohol and explosives there is always the potential for problems but the weekend went off without a problem.

Sandsations, which was held on July 13th, went well. The crowd size on the beach seemed low compared to past years. I hired three flaggers to help keep the approach open.

The Rodeo Parade was held on July 26th. The department provided traffic control and I rode in the parade. All went well other than it did get a little "western" at the end for me.


Flint R. Wright
Chief of Police



My husband, Ernest
Musgrave fell from his
walker in Long Beach on
June 19th.

He's okay now with a
black eye and tender spots
but otherwise fine.

We want to thank everyone
who helped him including
the police officer, ambulance
crew and bystanders.

We appreciate how everyone
helped.

| —

Marge Musgrave



Steve,
Good job on
this. Thanks for
helping them.
Chief Wright

CITY OF ILWACO CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 8/12/13 Council Business Item:

B. Issue/Topic: Transportation Improvement Board (TIB) applications

C. Sponsor(s):

1. David Jensen

2. Gary Forner

D. Background (overview of why issue is before council):

The city currently has three TIB projects: Brumbach overlay, Elizabeth reconstruction, and various sidewalks. The applications for the next grant cycle are due by August 23rd. Clint Ritter from TIB, Tamara Nack from Gray & Osborne, Mayor Cassinelli, and Dave McKee recently met and observed the streets and sidewalks in the city and determined the projects that might score well in the TIB grant application process. The city has submitted the application for the Spruce/Adelia re-construction twice. The last time the Spruce/Adelia application was submitted the score increased significantly (from 35 to 60 out of 100)

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details) Attached are the four TIB grant applications drafted by Tamara Nack:

	<u>TIB</u>	<u>City</u>	<u>Total</u>
Spruce/Adelia reconstruction	\$707,902	37,258	745,160
Capt. Robert Gray Drive overlay	189,325	9,965	199,290
Advent overlay	151,164	7,956	159,120
Advent sidewalk maintenance	<u>74,470</u>	<u>3,920</u>	<u>78,390</u>
Total applications	1,122,861	59,099	1,181,960

The TIB guidelines for this funding cycle require that cities with assessed values over 100 million provide a 5% match for the Small City Preservation Program (Capt. Robert Gray Drive and both Advent projects). For the Small City Arterial Program (Spruce/Adelia), cities with populations under 1000 have no match required. However, by including the 5% match the city would score a point for every percentage. For 2014, there are funds available to meet the necessary match for the previously awarded Elizabeth Avenue and various sidewalk projects. Assuming the Port of Ilwaco contributes a portion of the Elizabeth Avenue match; the city would have the required match during 2014 for the Capt. Robert Gray Drive and Advent applications, or \$21,841. Design for the Spruce/Adelia project would occur in 2014 with construction in 2015. Current projections show that the city should have at least \$29,000 available during 2015 for the Spruce/Adelia project, assuming all TIB grant applications are awarded. Because it is highly unlikely that all of the applications will be selected for funding, it is recommended that the city submit the Spruce/Adelia application with a 5% match.

F. Impacts:

1. Fiscal: There is a total of \$59,099 of match that would be needed if all applications are awarded.

2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates: Applications are due to TIB by Friday August 23rd.

J. Proposed Motion: I move to authorize the mayor to submit the following Transportation Improvement Board grant applications:

#1 Overlay Captain Robert Gray Drive in Vandalia from Stringtown Road to Ortelius total project cost estimate equals \$199,290. The city would need to provide a minimum of \$9,965.

#2 Reconstruct Spruce Street E/Adelia Avenue SE at SR 101 to Lake Street SE; total project estimate equals \$745,160. The city would need to provide a minimum of \$37,258.

#3 Overlay Advent Avenue SE (SR101 to 250 feet south of Lake Street) total project estimate equals \$159,120. The city would need to provide a minimum of \$7,956.

#4 Maintain Sidewalks Advent Avenue SE (SR101 to Lake Street) total project estimate equals \$78,390. The city would need to provide a minimum of \$3,920.



2013 Small City Funding Application

for Small City Arterial Program (SCAP)

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ♦ Olympia WA 98504-0901

For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at ClintR@tib.wa.gov

Agency Name ILWACO Legislative District(s) 19

Arterial Name Spruce Street E/ Adelia Ave SE

Project Limits SR 101 to Lake Street SE Congressional District(s) 3

Length in Miles 0.11 miles Find Legislative or Congressional District

Average Daily Traffic (ADT) Unknown

Agency Contact Elaine McMillan Phone Number 360 642-3145

Email Address treasurer@ilwaco-wa.gov

PROJECT ELIGIBILITY

Check all of the following statements that apply to your project

- ☐ Serves as a logical extension of a county arterial or state highway through the city limits
- ☒ Serves as a route providing access to local facilities such as schools, medical facilities, commercial centers, industrial sites, social centers or recreational areas
- ☐ Acts as a bypass or truck route to relieve the central core area

APPLICATION ATTACHMENTS

Include the following attachments with your application

- ☒ Detailed vicinity map clearly showing project limits indicating facilities served
- ☒ Detailed project cost estimate signed by a professional engineer registered in Washington State
- ☒ Typical roadway section(s)
- ☐ Funding commitment letters from all funding partners Number Attached _____
- ☒ Written concurrence from WSDOT if project is on or connects to a state highway
- ☐ Adopted bicycle plan if project includes bicycle facilities

PROJECT SCHEDULE

Enter target dates

Date

Start Design Engineering Feb 2014

Contract Advertisement Apr 2015

Contract Completion Sep 2015

PROJECT FUNDING

Enter Requested Total TIB Funds \$ 707,902

Max Ratio 100.0%

Is this a construction ready project? NO

Are TIB funds distributed proportionally through the project phases? YES

Fill out total costs in F39 to F43. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F39 to F43

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	85,980	81,681	4,299
Right of Way			
Construction Engineering	85,980	81,681	4,299
Construction Other			
Construction Contract	573,200	544,540	28,660
TOTALS	745,160	707,902	37,258

Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement
 (for example, landscaping greater than 5% of total cost, utility undergrounding, sound walls)

Noneligible Engineering

0

Other Noneligible Costs

TOTAL ELIGIBLE COST

745,160

TIB Matching Ratio

Total TIB Funds/Total Eligible Cost

95%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
ILWACO	Public		37,258
TOTAL			37,258
Local funds are correct			

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Agency Official Signature

Date Signed

Mike Cassinelli, Mayor

Printed or Typed Name & Title

PROJECT DESCRIPTION

Describe the existing conditions:

The existing pavement displays signs of failure. Adelia Ave SE is 20 ft wide and Spruce St is 25 ft wide. Sidewalks along Spruce St are cracked and spalled. There are no sidewalks along Adelia Ave SE to provide direct access to City Park. The Spruce St approach with SR 101 is skewed. Storm drainage ponds on the street and shoulder. The high school has students walk to the park to use the tennis courts and ball field.

Describe the proposed improvements:

This project will reconstruct Spruce St to provide 2-11ft travel lanes bound by 8ft wide parking and 5' wide sidewalks on both sides. Adelia St will have 2-10ft travel lanes with perpendicular parking south of the tennis courts and 5' wide sidewalk on one side. The alignment of the Spruce St approach to SR 101 will be improved. Stormwater improvements will be made with opportunities for LID facilities.

Describe the project benefits:

These improvements will provide a safe route for both vehicles and pedestrians. A direct access to city park will be provided with the new 5-foot wide sidewalk as well as improving all sidewalks to meet ADA standards. Intersection improvements will provide clarity for vehicle access and pedestrian crossing. Overall water quality will be improved by upgrading inadequate drainage and providing LID facilities where feasible.

PROJECT COMPONENTS

Give a brief description or select the appropriate response for each component of proposed project work

PROJECT TYPE Reconstruction adding sidewalk on both sides

DESCRIBE DRAINAGE IMPROVEMENTS

Curb, gutter and inlets will be installed to connect to stormwater treatment facilities.

ARE ANY OVERHEAD UTILITIES BEING MOVED
UNDERGROUND?

NO

DESCRIBE UTILITY WORK

Minor utility adjustments to grade and relocation of overhead utilities where required.

DESCRIBE ILLUMINATION, LANDSCAPING & AESTHETIC ELEMENTS

Spruce St will have a planter strip to provide a buffer (with rock) between the sidewalk and curb and gutter. Existing cobrahead lighting will be replaced and brought up to standard.

DESCRIBE OTHER WORK

ROADWAY GEOMETRICS

Enter the existing and proposed geometrics

If more than one section enter Percent of Total Length	SECTION ONE		SECTION TWO	
	46%		54%	
	EXISTING	PROPOSED	EXISTING	PROPOSED
Pavement Width Curb to Curb or Edge to Edge	20 feet	38 feet	25 feet	38 feet
Number of Travel Lanes Do NOT include Continuous Left Turn Lane	2 lanes	2 lanes	2 lanes	2 lanes
Continuous Left Turn Lane Width	0 feet	0 feet	0 feet	0 feet
Shoulder or Parking Width Enter Average Width per Side	17.5 feet	17.5 feet	8 feet	8 feet
Shoulder or Parking Placement	One Side	One Side	Both Sides	Both Sides
Shoulder or Parking Surfacing	Unsurfaced	Surfaced	Unsurfaced	Surfaced
Curb Placement	None	Both Sides	None	Both Sides
Bicycle Lane Type	No Bicycle Facilities	No Bicycle Facilities	No Bicycle Facilities	No Bicycle Facilities
Bicycle Lane Width	0 feet	0 feet	0 feet	0 feet
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	0 feet	0 feet	3 feet
Sidewalk Placement	None	One Side	Both Sides	Both Sides
Sidewalk Width ¹	0 feet	5 feet	5 feet	5 feet
¹ Projects must include sidewalk on at least one side by TIB policy Minimum sidewalk width is five feet with no obstructions <i>Sections that do not meet this standard require a Board deviation at project selection</i>				

SAFETY

Select Truck Route Classification from dropdown list

[Link to Freight and Goods Map](#)

Not a TRUCK ROUTE

Select Bus Route Type from dropdown list

School & Transit

Enter accident history within the project limits

Use accident history numbers from last **three** years **only**

Accident documentation must be attached so TIB staff can analyze the information

Number of Property Damage Only Accidents 0

Number of Injury Accidents 0

Number of Fatality Accidents 0

[Link to request
accident data from WSDOT](#)

PROJECT DEFICIENCIES

Select Deficiency Type from the dropdown menu and describe the existing deficiency within the project limits

Describe the corrective measure(s) that eliminates or mitigates the deficiency.

DEFICIENCY 1 **ALIGNMENT**

Describe Substandard horizontal alignment at intersection of Spruce St and SR 101. The approach to SR 101 is skewed resulting in excessive intersection width.

Corrective Measure(s) New curb and gutter and sidewalk at intersection to improve Spruce St alignment to SR 101 for vehicles and pedestrians.

DEFICIENCY 2 **DRAINAGE**

Describe The lack of adequate drainage creates ponding and periodically slippery conditions substandard for vehicles and pedestrians. The ponding of water contributes to pavement failure.

Corrective Measure(s) Install storm drainage facilities and curb & gutter to collect runoff.

DEFICIENCY 3 **OBSTRUCTIONS**

Describe Existing utility poles, signs, and other obstructions are located within the clear zone.

Corrective Measure(s) Install curb to meet clear zone requirements and relocate utility poles outside of the clear zone.

DEFICIENCY 4 **ILLUMINATION**

Describe Existing illumination is minimal and substandard along the corridor and intersections.

Corrective Measure(s) Install new illumination at intersections and along the corridor that meets current illumination standards.

LOCAL SUPPORT

ARTERIAL NETWORK DEVELOPMENT

Select the option that best describes your project

- ☐ Creates new arterial
- ☐ Completes gap
Existing routes must have serviceable sidewalk on at least one side
- ☒ Extends improvements
Existing route must have serviceable sidewalk on at least one side
- ☐ Does **not** complete or extend improvements and is **not** a new route

COMMUNITY FACILITIES SERVED

BUSINESS/INDUSTRIAL AREAS

Select Development Type, enter Location and enter X in Direct or Indirect Access

Type	Location	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS 2-3 BLOCKS from Project Limits
Commercial Development	Howerton Way		X

SCHOOLS

Select School Type, enter School Name and enter X in Direct or Indirect Access

Type	School Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS 2-3 Blocks from Project Limits

PUBLIC FACILITIES

Select Facility Type, enter Facility Name and enter X in Direct or Indirect Access

Type	Facility Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS 2-3 Blocks from Project Limits
Recreational Facility	City Park	X	

SUSTAINABILITY

☒ Agency has Adopted Greenhouse Gas Emissions Policy

Enter Policy Number 2010-08

Adoption Date August 28, 2010

ENERGY MEASURES

Select energy measures to be used on the project

☒ Replace or install Low Energy Lighting

☐ Add Solar-powered Signage

Describe the measures below

Deficient lighting to be upgrade to low energy fixtures

ENVIRONMENTAL MEASURES

Select environmental measures to be used on the project

☒ Incorporates Hardscaping or Climate-appropriate Plantings with No Irrigation

Describe the measures below

Rocks will be installed in the 3ft buffef strip.

☒ Project Incorporates Low Impact Drainage Practices

Describe the measures below

The project will install porous sidewalk and swales in buffer strips where feasible.

RECYCLING MEASURES

Select recycling measures to be used on the project

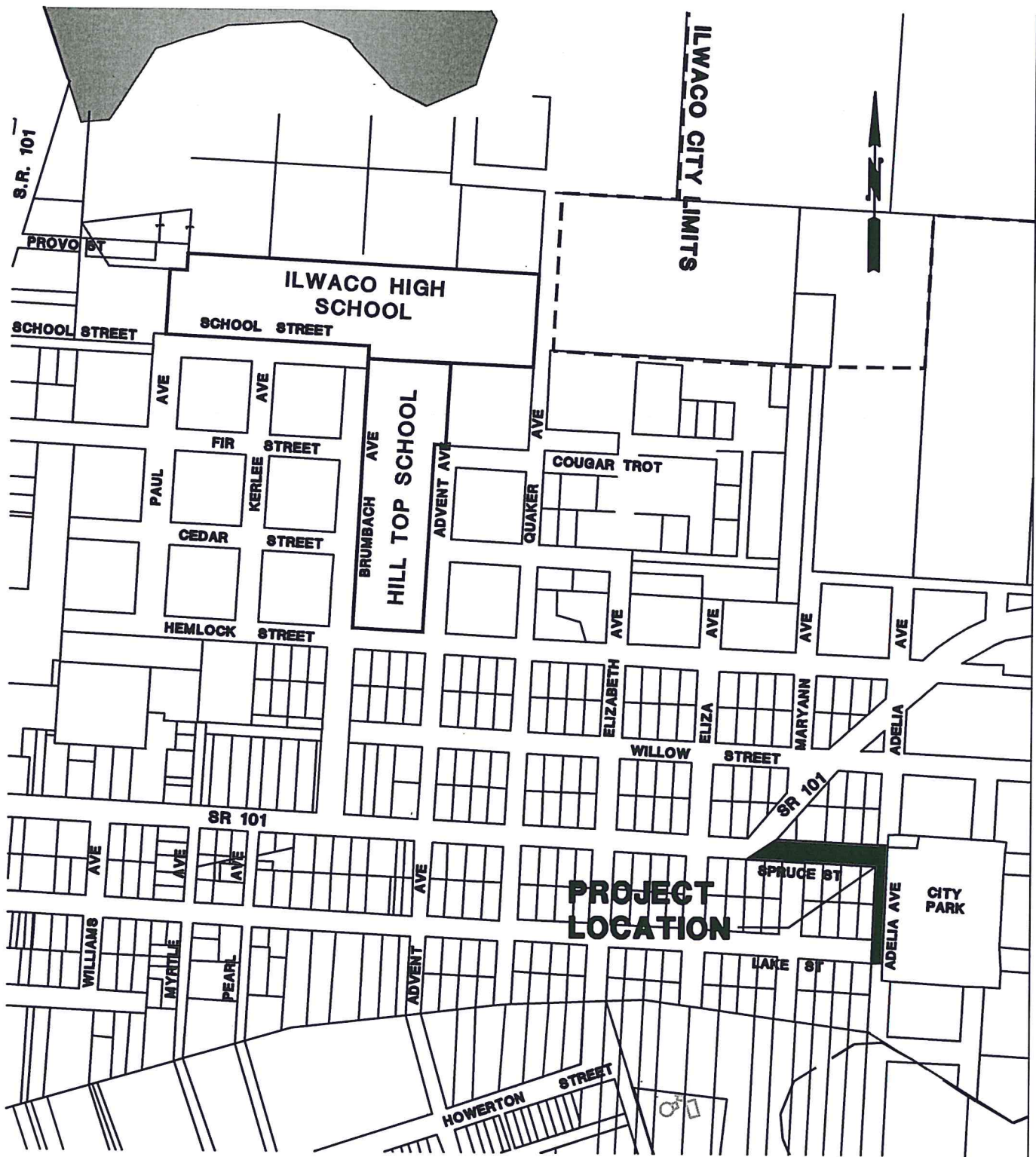
☒ On-site Grinding & Reuse of Pavement

☐ Use of Base Treatment to Avoid Overexcavation

☐ Use of Stockpiled Recycle Materials

Describe the measures below

Existing asphalt grindings may be re-used and incorporated into the project that meet gradation.



LOCATION MAP
NOT TO SCALE

CITY OF ILWACO
SPRUCE ST/ADELIA AVE IMPROVEMENTS
TRANSPORTATION IMPROVEMENT BOARD
SCAP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS

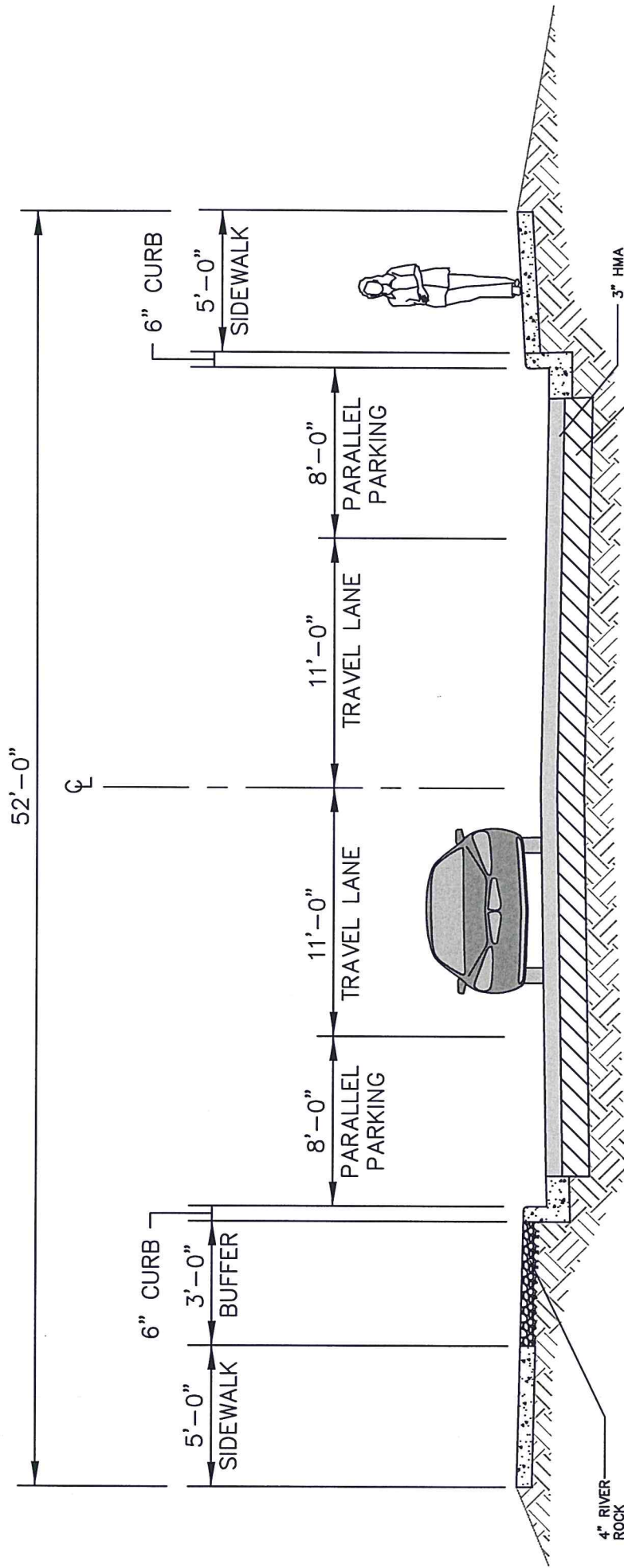
CITY OF ILWACO
 SPRUCE ST AND ADELIA AVE IMPROVEMENT PROJECT
 (SR 101 TO LAKE ST) 610 LF
 PRE-LIMINARY COST ESTIMATE
 2014 Small City Application
 24-Jul-13
 G&O 20135.77

NO.	ITEM	QTY.	UNIT PRICE	AMOUNT
1	SPCC Plan (1-07.15(1))	1 LS	\$ 1,000.00	\$1,000.00
2	Mobilization, Demobilization & Cleanup (S.P. 1-09.7)	1 LS	\$ 50,000.00	\$50,000.00
3	Project Temporary Traffic Control (S.P. 1-10.5)	1 LS	\$ 15,000.00	\$15,000.00
4	Clearing and Grubbing (S.P. 2-01.5)	1 LS	\$ 5,000.00	\$5,000.00
5	Removal of Structures and Obstructions (S.P. 2-02.5)	1 LS	\$ 5,000.00	\$5,000.00
6	Pulverize Existing Asphalt Roadway (S.P. 2-03.5)	2,015 SY	\$ 5.00	\$10,075.00
7	Excavation, Backfill, Compaction and Grading for Roadway, Incl. Haul (S.P. 2-03.5)	1,170 CY	\$ 20.00	\$23,400.00
8	Unsuitable Foundation Excavation, Incl. Haul (SP 2-03.5)	30 CY	\$ 40.00	\$1,200.00
9	Gravel Borrow, Incl. Haul (SP 2-03.5)	250 TN	\$ 35.00	\$8,750.00
10	Controlled Density Fill (SP 2-09.5)	10 CY	\$ 200.00	\$2,000.00
11	Locate Existing Utilities (SP 2-09.5)	1 LS	\$ 1,600.00	\$1,600.00
12	Crushed Surfacing Top Course (S.P. 4-04.5)	1,300 TN	\$ 50.00	\$65,000.00
13	HMA Cl. 1/2" PG 58-22 for Pavement (S.P. 5-04.5)	440 TN	\$ 110.00	\$48,400.00
14	Storm Sewer Pipe 12 In. Diam. (Incl. Bedding) (SP 7-04.5)	810 LF	\$ 35.00	\$28,350.00
15	Water Quality Treatment (SP 7-04.5)	1 LS	\$ 35,000.00	\$35,000.00
16	Catch Basin Type 1 (SP 7-05.5)	10 EA	\$ 1,300.00	\$13,000.00
17	Bank Run Gravel for Trench Backfill (SP 7-08.5)	250 CY	\$ 35.00	\$8,750.00
18	Trench Excavation Safety Systems (SP 7-08.5)	1 LS	\$ 5,000.00	\$5,000.00
19	Erosion/Water Pollution Control (S.P. 8-01.5)	1 LS	\$ 5,000.00	\$5,000.00
20	Illumination System Adjustments	1 LS	\$ 65,000.00	\$65,000.00
21	Hardscape (S.P. 8-01.5)	1 LS	\$ 15,000.00	\$15,000.00
22	Cement Conc. Traffic Curb and Gutter (S.P. 8-04.5)	1,500 LF	\$ 30.00	\$45,000.00
23	Cement Conc. Driveway Entrance (S.P. 8-06.5)	70 SY	\$ 65.00	\$4,550.00
24	Porous Cement Conc. Sidewalk (S.P. 8-14.5)	550 SY	\$ 70.00	\$38,500.00
25	Cement Conc. Sidewalk Ramp (S.P. 8-14.5)	8 EA	\$ 2,000.00	\$16,000.00
26	Permanent Signing (S.P. 8-21.5)	1 LS	\$ 2,000.00	\$2,000.00
27	Channelization (8-22.5)	1 LS	\$ 3,500.00	\$3,500.00
28	Precast Traffic Bumper	18 EA	\$ 100.00	\$1,800.00
29	Resoration Topsoil Seeding	1 LS	\$ 2,000.00	\$2,000.00
Subtotal Base Bid				\$521,075.00
Sales Tax @ 0.0 % (W.S. Rev. Rule 171):				\$ -
SUBTOTAL CONSTRUCTION COST ESTIMATE :				\$ 521,100.00
10% CONSTRUCTION CONTINGENCIES :				\$ 52,100.00
TOTAL CONSTRUCTION COST ESTIMATE :				\$ 573,200.00
30% DESIGN & CONSTRUCTION ENGINEERING :				\$ 171,960.00
TOTAL PROJECT COST ESTIMATE :				\$ 745,160.00
Prepared By: Christopher Croft, PE				
Checked By: Tamara Nack, PE				
Assumptions:				
Total length of project: 610 feet				
5-foot sidewalk on both sides of street				
1.5-foot curb and gutter, 17.5-perpendicular parking, 8-foot parallel parking, 11 and 10-foot driving lanes - both sides of street,				
4-inch CSTC under sidewalk				
4-inch CSTC under curb and gutter				
Pavement cross-section: 3-inch HMA, 9-inch CSTC				
HMA = 2.05 tn/cy, Gravels = 1.85 tn/cy				
Storm main along one side, lateral from Conc. Inlet at each CB - Total of 5 crossings				



SOUTH

NORTH



TYPICAL CROSS-SECTION SPRUCE ST (SR 101 TO ADELIA AVE)

NOT TO SCALE

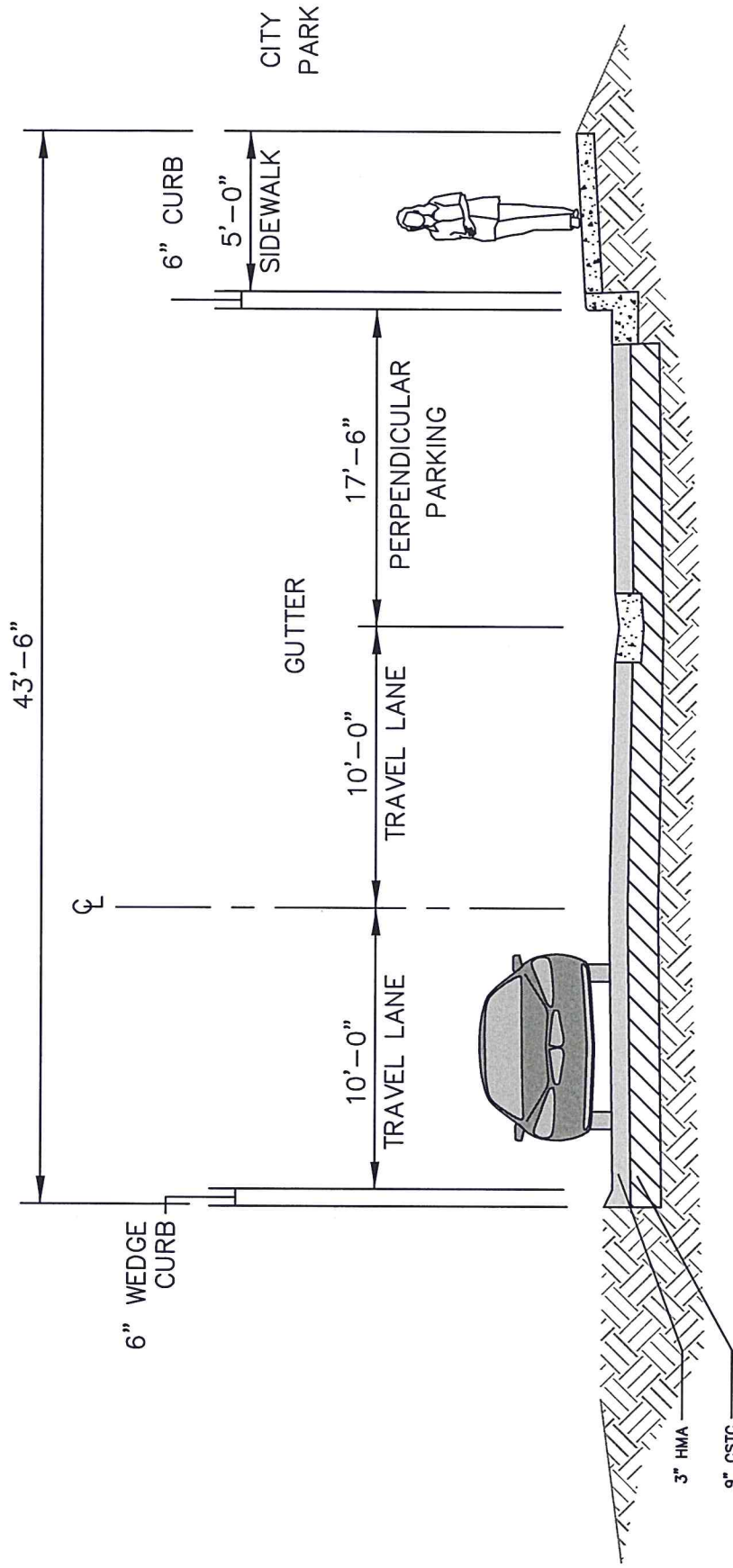
CITY OF ILWACO
SPRUCE ST/ADELIA AVE IMPROVEMENTS
TRANSPORTATION IMPROVEMENT BOARD
SCAP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS

WEST

EAST



TYPICAL CROSS-SECTION ADELIA AVE (SPRUCE ST TO LAKE ST)

NOT TO SCALE

CITY OF ILWACO
SPRUCE ST/ADELIA AVE IMPROVEMENTS
TRANSPORTATION IMPROVEMENT BOARD
SCAP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Southwest Region
11018 Northeast 51st Circle
P.O. Box 1709
Vancouver, WA 98668-1709
360-905-2000 / FAX: 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2013

Mike Cassinelli
Mayor, City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Dear Mr. Cassinelli:

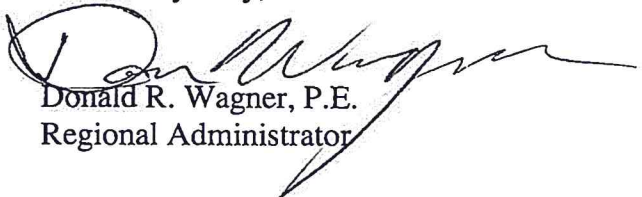
I understand that the City of Ilwaco is applying for a TIB grant to improve Spruce St/Adelia Ave. We have reviewed the scope of your improvement project and understand that it will abut US 101. WSDOT supports your proposed improvement project on Spruce St/Adelia Ave.

As part of our review we have identified the following three needs:

- The project must include all required ADA improvements at the intersection on US 101.
- Pavement butt joints must be ground in where this pavement matches US 101.
- Prior to the start of the design phase a meeting must be scheduled with WSDOT to discuss design parameters, schedules and expected deliverables for WSDOT review.

Please keep my staff informed as this project advances through the funding, design and construction processes.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Donald R. Wagner'.

Donald R. Wagner, P.E.
Regional Administrator

DR:kh



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 25, 2013

Ms. Tamara Nack – Gray & Osborne
701 Dexter Ave N, Suite 200
Seattle WA 98109

Re: Collision Data

Dear Ms. Nack:

In response to your July 18 request, we have found *no reported collisions* that occurred on *Spruce St from SR 101 to Adelia Ave* or *Adelia Ave from Spruce St to Lake St* in the City of Ilwaco for the period of 1/1/2010 – 12/31/2012.

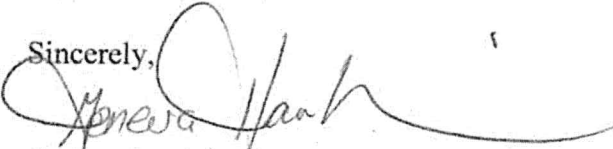
Federal law 23 United States Code Section 409 governs use of the data you requested. Under this law, data maintained for purposes of evaluating potential highway safety enhancements:

“... *shall not be subject to discovery* or admitted into evidence in a federal or state court proceeding *or considered for other purposes in any action for damages* arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.” [Emphasis added.]

The Washington State Department of Transportation (WSDOT) is releasing this data to you with the understanding that you will not use this data contrary to the restrictions in Section 409, which means you will not use this data in discovery or as evidence at trial in any action for damages against the WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data. If you should attempt to use this data in an action for damages against WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data, these entities expressly reserve the right, under Section 409, to object to the use of the data, including any opinions drawn from the data.

If we may be of any further assistance, please contact Mr. Dan Davis, Collision Data and Analysis Supervisor at (360) 570-2451, or e-mail address david@david@wsdot.wa.gov.

Sincerely,


Geneva Hawkins

Collision Data Analyst

Statewide Travel & Collision Data Office / Strategic Planning Division



2013 SMALL CITY PRESERVATION PROGRAM

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at ClintR@tib.wa.gov

Agency Name ILWACO

Legislative
District(s) 19

Arterial Names Captain Robert Gray Drive

(Stringtown Rd to Orteilus Dr)

Congressional
District(s) 3

Length in feet 1,960 Feet

Find Legislative or Congressional District

Agency Contact Elaine McMillan

Phone Number 360 642-3145

Email Address treasurer@ilwaco-wa.gov

ELIGIBLE FACILITIES

- ▶ All paved city streets except state highways. (overlay & chip seal)
- ▶ All surfaced sidewalks at least 4 feet wide within city owned right of way. (sidewalk maintenance)

APPLICATION ATTACHMENTS

Include the following attachments with your application

- ☐ Written documentation from provider (if applicable)
- ☒ Street map indicating the requested segments.
- ☒ Agency official must sign application
- ☒ Overlay, Chip Seal, or Sidewalk Maintenance application with segment details
- ☒ Signed engineer's estimate OR TIB project cost calculator

For which type of project are you applying? Overlay

How are you showing project costs?

- ☒ Signed engineer's estimate showing with segment cost breakdown
- ☐ TIB project cost calculator found on the application tabs

INSTRUCTIONS

1. Fill out the Main Application
2. Fill out the segment data on the Overlay Application tab, excluding the cost figures
3. Include a signed engineer's estimate with cost breakdown of each segment

PROJECT SCHEDULE

Enter target dates

	Date
Start Design Engineering	<u>Jan 2014</u>
Contract Advertisement	<u>May 2014</u>
Contract Completion	<u>Oct 2014</u>

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? YES

Enter Requested Total TIB Funds \$ 189,325

Maximum TIB Ratio **95.0%**

Enter the Total Project Costs to the nearest dollar in cells F47 to F50

	Total Project	TIB Funds	Local Funds
Design Engineering	22,995	21,845	1,150
Construction Engineering	22,995	21,845	1,150
Construction Other		0	
Construction Contract	153,300	145,635	7,665
TOTALS	199,290	189,325	9,965
Noneligible Engineering Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement			0
Other Noneligible Costs (i.e. landscaping, utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			199,290
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			95%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
ILWACO	Public		9,965
TOTAL			9,965
Local funds are correct			

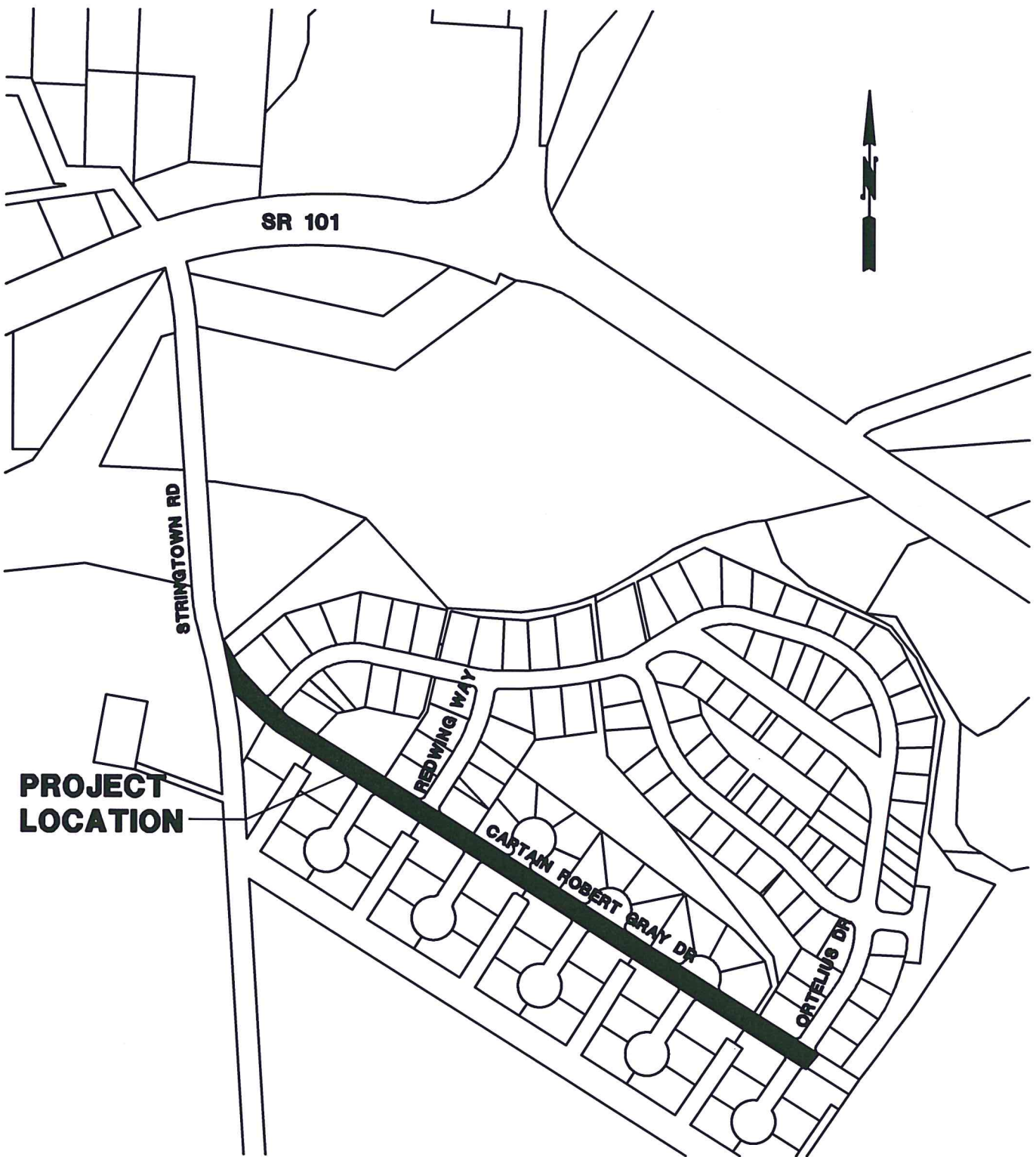
CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Mayor Signature

Date Signed


Mike Cassinelli, Mayor
Printed or Typed Name



**PROJECT
LOCATION**

LOCATION MAP
NOT TO SCALE

CITY OF ILWACO
CAPTAIN ROBERT GRAY DR OVERLAY
TRANSPORTATION IMPROVEMENT BOARD
SCPP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS

Post Office Box 40901 ♦ Olympia, WA 98504-0901 ♦ (360) 586-1140

[illegible]

Small City Preservation Program (SCPP) OVERLAY APPLICATION

Street Name	Termini	Section Length in Feet	Pavement Width in Feet	Sidewalk Placement	Sidewalk Condition	Ramps to be upgraded	Depth of overlay	Grind Segment	Prelevel Segment	Use Geotextile Fabric	Digout Area in Sq Ft	Segment Crack Seal in Feet

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain economy of scale in the space provided.

The City will be advertising Elizabeth Street Improvements in the Spring of 2014 and this preservation project will be a schedule included in this contract.

MAYOR CERTIFICATION

I agree with the contents of this application and concur with the proposed work. The information provided is accurate and the required attachments are complete and included as part of the application package.

ATTACHMENT

- ▶ Street map indicating repair segment locations
- ▶ Written documentation from provider

Signature

Date

CITY OF ILWACO
CAPTAIN ROBERT GRAY DRIVE OVERLAY PROJECT
PRELIMINARY COST ESTIMATE
2014 Small City Application
23-Jul-13
G&O 20135.90

NO.	ITEM	QTY.		UNIT PRICE	AMOUNT
1.	SPCC Plan (1-07.15(1))	1	LS	\$1,500.00	\$1,500.00
2.	Mobilization, Cleanup, and Demobilization (S.P. 1-09.7)	1	LS	\$15,000.00	\$15,000.00
3.	Clearing and Grubbing (S.P. 2-01.5)	1	LS	\$4,500.00	\$4,500.00
4.	Project Temporary Traffic Control (1-10.5(1))	1	LS	\$10,000.00	\$10,000.00
5.	Subgrade Repair Excavation Incl. Haul (S.P. 2-06.5)	250	CY	\$40.00	\$10,000.00
6.	Crushed Surfacing Top Course (S.P. 4-04.5)	550	TN	\$45.00	\$24,750.00
7.	Grinding Bituminous Pavement (S.P. 5-04.5)	160	SY	\$10.00	\$1,600.00
8.	Commercial HMA (S.P. 5-04.5)	600	TN	\$120.00	\$72,000.00
Subtotal Base Bid					\$139,350.00
Sales Tax @ 0.0 % (W.S. Rev. Rule 171):					\$ -
SUBTOTAL CONSTRUCTION COST ESTIMATE :					\$ 139,400.00
10% CONSTRUCTION CONTINGENCIES :					\$ 13,900.00
TOTAL CONSTRUCTION COST ESTIMATE :					\$ 153,300.00
30% DESIGN & CONSTRUCTION ENGINEERING :					\$ 46,000.00
TOTAL PROJECT COST ESTIMATE :					\$ 199,300.00
Prepared By: Christopher Croft, PE					
Checked By: Tamara Nack, PE					
Assumptions:					
	Total length of project: 1960 feet				
	Grind beginning and end of project transition				
	2' Gravel 2ft shoulders				
	12-inch CSTC under Subgrade Repair				
	Pavement cross-section: 2-inch HMA overlay				
	HMA = 2.05 tn/cy, Gravels = 1.85 tn/cy				





2013 SMALL CITY PRESERVATION PROGRAM

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ♦ Olympia WA 98504-0901

For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at ClintR@tib.wa.gov

Agency Name ILWACO

Legislative
District(s) 19

Arterial Names Advent Ave. SE

(SR 101 to 250 south of Lake Street)

Congressional
District(s) 3

Length in feet 750 Feet

Find Legislative or Congressional District

Agency Contact Elaine McMillian

Phone Number (360)642-3145

Email Address treasurer@ilwaco-wa.gov

ELIGIBLE FACILITIES

- ▶ All paved city streets except state highways. (overlay & chip seal)
- ▶ All surfaced sidewalks at least 4 feet wide within city owned right of way. (sidewalk maintenance)

APPLICATION ATTACHMENTS

Include the following attachments with your application

- ☒ Written documentation from provider (if applicable)
- ☒ Street map indicating the requested segments.
- ☒ Agency official must sign application
- ☒ Overlay, Chip Seal, or Sidewalk Maintenance application with segment details
- ☒ Signed engineer's estimate OR TIB project cost calculator

For which type of project are you applying? Overlay

How are you showing project costs?

- ☒ Signed engineer's estimate showing with segment cost breakdown
- ☐ TIB project cost calculator found on the application tabs

INSTRUCTIONS

1. Fill out the Main Application
2. Fill out the segment data on the Overlay Application tab, excluding the cost figures
3. Include a signed engineer's estimate with cost breakdown of each segment

PROJECT SCHEDULE

Enter target dates

	Date
Start Design Engineering	<u>Jan 2014</u>
Contract Advertisement	<u>May 2014</u>
Contract Completion	<u>Oct 2014</u>

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? YES

Enter Requested Total TIB Funds \$ 151,164

Maximum TIB Ratio **95.0%**

Enter the Total Project Costs to the nearest dollar in cells F47 to F50

	Total Project	TIB Funds	Local Funds
Design Engineering	18,360	17,442	918
Construction Engineering	18,360	17,442	918
Construction Other		0	
Construction Contract	122,400	116,280	6,120
TOTALS	159,120	151,164	7,956
Noneligible Engineering			0
Engineering exceeding 30% of construction costs is not eligible for TIB reimbursement			
Other Noneligible Costs			
(i.e. landscaping, utility undergrounding, sound walls)			
TOTAL ELIGIBLE COST			159,120
TIB Matching Ratio			95%
Total TIB Funds/Total Eligible Cost			

FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
ILWACO	Public		7,956
TOTAL			7,956
Local funds are correct			

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Mayor Signature

Date Signed

Mike Cassinelli, Mayor

Printed or Typed Name



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Southwest Region
11018 Northeast 51st Circle
P.O. Box 1709
Vancouver, WA 98668-1709
360-905-2000 / FAX: 360-905-2222
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2013

Mike Cassinelli
Mayor, City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Dear Mr. Cassinelli:

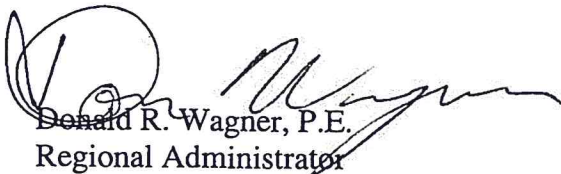
I understand that the City of Ilwaco is applying for a TIB grant to improve Advent Avenue. We have reviewed the scope of your improvement project and understand that it will abut US 101. WSDOT supports your proposed improvement project on Advent Avenue.

As part of our review we have identified the following three needs:

- The project must include all required ADA improvements at the intersection on US 101.
- Pavement butt joints must be ground in where this pavement matches US 101.
- Prior to the start of the design phase a meeting must be scheduled with WSDOT to discuss design parameters, schedules and expected deliverables for WSDOT review.

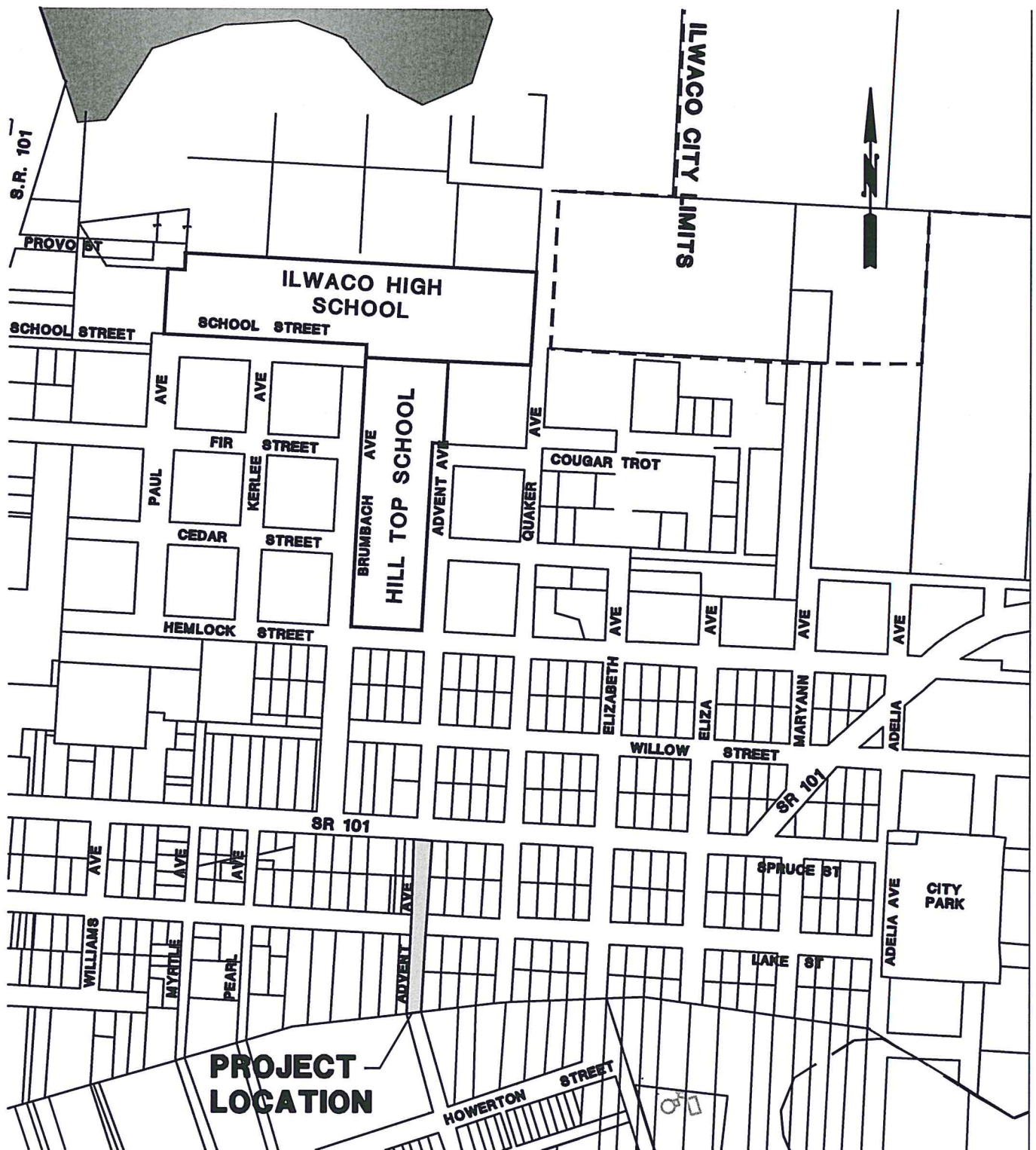
Please keep my staff informed as this project advances through the funding, design and construction processes.

Yours very truly,



Donald R. Wagner, P.E.
Regional Administrator

DRW:kh



**PROJECT
LOCATION**

LOCATION MAP
NOT TO SCALE

CITY OF ILWACO
ADVENT AVE PRESERVATION
(SR 101 TO 250FT SOUTH OF LAKE ST)
SCAP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS

Small City Preservation Program (SCPP) OVERLAY APPLICATION



Transportation Improvement Board

Post Office Box 40901 ♦ Olympia, WA 98504-0901 ♦ (360) 586-1140

APPLICATION SUMMARY				TIB PROJECT COST CALCULATOR								
1 segment				Enter the unit costs for elements of work in the spaces provided.								
Agency Name	Item	Unit Cost	Unit									
ILWACO	Hot Mix Asphalt		per ton									
Contact Person	Grinding		per sq yd									
Elaine McMillian	Prelevel		per ton									
Phone Number	Geotextile Fabric		per sq yd									
(360) 642-3145	Digouts		per sq ft									
Email Address	Crack Seal		per LF									
treasurer@ilwaco-wa.gov	ADA ramps		each									
INSTRUCTIONS												
Complete one line for each segment.												
Use the <TAB> Key to move between fields.												
Do NOT type commas, hyphens, or dashes when entering numbers.												
GRANT SUMMARY												
Local Match Percent	5%											
Required Match												
Additional Match												
GRANT AMOUNT				PROPOSED WORK								
Street Name	Termini	Section Length in Feet	Pavement Width in Feet	Sidewalk Placement	Sidewalk Condition	Ramps to be upgraded	Depth of overlay	Grind Segment	Prelevel Segment	Use Geotextile Fabric	Digout Area in Sq Ft	Segment Crack Seal in Feet
Advent Ave. SW.	Highway 101 to 250 If south Lake St.	500	25	Intermittent	Poor	8	2-inch	Yes	Yes	No	5,000	

Small City Preservation Program (SCPP) OVERLAY APPLICATION

Street Name	Termini	Section Length in Feet	Pavement Width in Feet	Sidewalk Placement	Sidewalk Condition	Ramps to be upgraded	Depth of overlay	Grind Segment	Prelevel Segment	Use Geotextile Fabric	Digout Area in Sq Ft	Segment Crack Seal in Feet

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain economy of scale in the space provided.

The City will be advertising Elizabeth Street Improvements in the Spring of 2014 and this preservation project will be a schedule included in this contract.

MAYOR CERTIFICATION

I agree with the contents of this application and concur with the proposed work. The information provided is accurate and the required attachments are complete and included as part of the application package.

ATTACHMENT

- ▶ Street map indicating repair segment locations
- ▶ Written documentation from provider

Signature

Date

CITY OF ILWACO
ADVENT AVENUE SW OVERLAY PROJECT
PRE-LIMINARY COST ESTIMATE
2014 Small City Application
23-Jul-13
G&O 2013

NO.	ITEM	QTY.		UNIT PRICE	AMOUNT
1.	SPCC Plan (1-07.15(1))	1	LS	\$1,500.00	\$1,500.00
2.	Mobilization, Cleanup, and Demobilization (S.P. 1-09.7)	1	LS	\$15,000.00	\$15,000.00
3.	Project Temporary Traffic Control (1-10.5(1))	1	LS	\$10,000.00	\$10,000.00
4.	Excavation, Backfill, Compaction and Grading for Roadway, Incl. Haul (S.P. 2-03.5)	35	CY	\$50.00	\$1,750.00
5.	Subgrade Repair Excavation Incl. Haul (S.P. 2-06.5)	200	CY	\$40.00	\$8,000.00
6.	Crushed Surfacing Top Course (S.P. 4-04.5)	400	TN	\$45.00	\$18,000.00
7.	Grinding Bituminous Pavement (S.P. 5-04.5)	1,400	SY	\$10.00	\$14,000.00
8.	Commercial HMA (S.P. 5-04.5)	225	TN	\$120.00	\$27,000.00
9.	Sidewalk Ramps	8	EA	\$2,000.00	\$16,000.00
Subtotal Base Bid					\$111,250.00
Sales Tax @ 0.0 % (W.S. Rev. Rule 171):					\$ -
SUBTOTAL CONSTRUCTION COST ESTIMATE :					\$ 111,300.00
10% CONSTRUCTION CONTINGENCIES :					\$ 11,100.00
TOTAL CONSTRUCTION COST ESTIMATE :					\$ 122,400.00
30% DESIGN & CONSTRUCTION ENGINEERING :					\$ 36,720.00
TOTAL PROJECT COST ESTIMATE :					\$ 159,120.00
Prepared By: Christopher Croft, PE					
Checked By: Tamara Nack, PE					
Assumptions:					
Total length of project: 500 feet					
Grind Full width of 25ft					
Excavate 5" 4ft shoulders add 2" gravel					
12-inch CSTC under Subgrade Repair					
Pavement cross-section: 2-inch HMA overlay					
HMA = 2.05 tn/cy, Gravels = 1.85 tn/cy					





2013 SMALL CITY PRESERVATION PROGRAM

Mail your signed application and required attachments to the TIB Office no later than **August 23, 2013**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Clint Ritter, TIB Project Engineer, at (360) 586-1151 or via email at ClintR@tib.wa.gov

Agency Name ILWACO

Legislative
District(s) 19

Arterial Names Advent Ave. SE

(SR 101 to Lake Street)

Congressional
District(s) 3

Length in feet 215 Feet

Find Legislative or Congressional District

Agency Contact Elaine McMillian

Phone Number (360)642-3145

Email Address treasurer@ilwaco-wa.gov

ELIGIBLE FACILITIES

- ▶ All paved city streets except state highways. (overlay & chip seal)
- ▶ All surfaced sidewalks at least 4 feet wide within city owned right of way. (sidewalk maintenance)

APPLICATION ATTACHMENTS

Include the following attachments with your application

- ☐ Written documentation from provider (if applicable)
- ☒ Street map indicating the requested segments.
- ☒ Agency official must sign application
- ☒ Overlay, Chip Seal, or Sidewalk Maintenance application with segment details
- ☒ Signed engineer's estimate OR TIB project cost calculator

For which type of project are you applying? Sidewalk Maintenance

How are you showing project costs?

- ☒ Signed engineer's estimate showing with segment cost breakdown
- ☐ TIB project cost calculator found on the application tabs

INSTRUCTIONS

1. Fill out the Main Application
2. Fill out the segment data on the Sidewalk Maintenance Application tab, excluding the cost figures
3. Include a signed engineer's estimate with cost breakdown of each segment

PROJECT SCHEDULE

Enter target dates

Date

Start Design Engineering Jan 2014

Contract Advertisement May 2014

Contract Completion Oct 2014

PROJECT FUNDING

TIB Fund Distribution

Is TIB funding distributed proportionally through the project phases? YES

Enter Requested Total TIB Funds \$ 74,470

Maximum TIB Ratio **95.0%**

Enter the Total Project Costs to the nearest dollar in cells F47 to F50

	Total Project	TIB Funds	Local Funds
Design Engineering	9,045	8,593	452
Construction Engineering	9,045	8,593	452
Construction Other		0	
Construction Contract	60,300	57,285	3,015
TOTALS	78,390	74,470	3,920

Noneligible Engineering
Engineering exceeding **30%** of construction costs is not eligible for TIB reimbursement
Other Noneligible Costs
(i.e. landscaping, utility undergrounding, sound walls)

TOTAL ELIGIBLE COST

TIB Matching Ratio
Total TIB Funds/Total Eligible Cost

0

78,390

95%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
ILWACO	Public		3,920
TOTAL			3,920
Local funds are correct			

CERTIFICATION

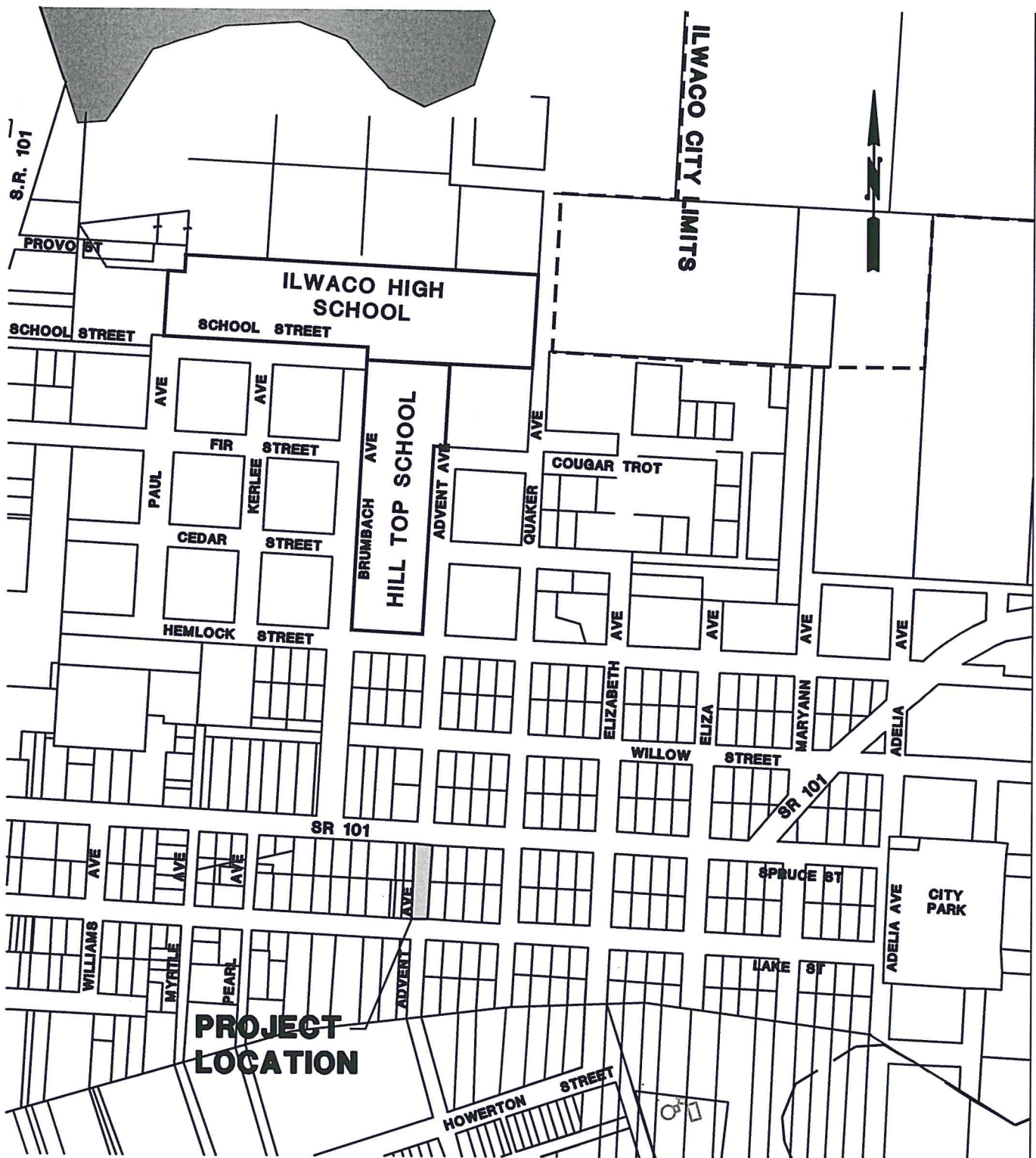
Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

Mayor Signature

Date Signed

Mike Cassinelli, Mayor

Printed or Typed Name



LOCATION MAP
NOT TO SCALE

CITY OF ILWACO
ADVENT AVE SIDEWALK MAINTENANCE
(SR 101 TO LAKE ST)
SCPP GRANT APPLICATION



Gray & Osborne, Inc.
CONSULTING ENGINEERS

Post Office Box 40901 ♦ Olympia, WA 98504-0901 ♦ (360) 586-1140

Page 1 of 2

**Small City Preservation Program (SCPP)
SIDEWALK MAINTENANCE APPLICATION**

Street Name	Termini	Repair Length in Feet	Existing Sidewalk Width in Feet	Repair Area Location	Check ALL that apply to the Repair Segment			Sidewalk Material Type	Curb & Gutter in Feet	Number of ramps to be upgraded
					Buckled Surface	Cracking or Scaling	Missing Pieces			

ECONOMY OF SCALE INFORMATION

Briefly describe how you propose to gain Economy of Scale in the space provided. The City will be advertising Elizabeth Street Improvements in the Spring of 2014 and this preservation project will be a schedule included in this contract.

MAYOR CERTIFICATION

I agree with the contents of this application and concur with the proposed work. The information provided is accurate and the required attachments are complete and included as part of the application package.

ATTACHMENTS

- ▶ Street map indicating repair segment locations
- ▶ Written documentation from provider

Signature _____ Date _____

CITY OF ILWACO
SIDEWALKS
ADVENT SIDEWALKS
TIB COMPARISON COST ESTIMATE
July 30, 2013
G & O #20136.63

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	Mobilization, Cleanup, and Demobilization	1	LS	\$10,000.00	\$10,000.00
2.	SPCC Plan	1	LS	\$1,000.00	\$1,000.00
3.	Removal of Structure and Obstruction	1	LS	\$10,000.00	\$10,000.00
4.	Crushed Surfacing Top Course	50	TN	\$50.00	\$2,500.00
5.	HMA Cl. 1/2" PG 58-22	10	TN	\$250.00	\$2,500.00
6.	Cement Conc. Driveway Entrance (S.P. 8-06.5)	20	SY	\$50.00	\$1,000.00
7.	Monolithic Curb and Cement Conc. Sidewalk Ramp	2	EA	\$3,000.00	\$6,000.00
8.	Monolithic Curb and Cement Conc. Sidewalk	125	SY	\$150.00	\$18,750.00
9.	Temporary Traffic Control	1	LS	\$3,000.00	\$3,000.00
Subtotal Base Bid					\$54,750.00
Sales Tax @ 0.0 % (W.S. Rev. Rule 171):					\$ -
SUBTOTAL CONSTRUCTION COST ESTIMATE :					\$ 54,800.00
10% CONSTRUCTION CONTINGENCIES :					\$ 5,500.00
TOTAL CONSTRUCTION COST ESTIMATE :					\$ 60,300.00
30% DESIGN & CONSTRUCTION ENGINEERING :					\$ 18,090.00
TOTAL PROJECT COST ESTIMATE :					\$ 78,390.00

Prepared By: Christopher Croft, PE

Checked By: Tamara Nack, PE

Assumptions:

Total length of project: 215 feet
4-foot sidewalk on both sides of street
Monolithic Curb
4-inch CSTC under sidewalk, 6-inch driveways
Pavement cross-section: 3-inch HMA, 9-inch CSTC
HMA = 2.05 tn/cy, Gravels = 1.85 tn/cy



Agreement Number

91-6001443

PBGFS SLG LTOP Term Rental Agreement (Version 2/13)
©2013 Pitco Equipment Attachments, Inc. All Rights Reserved.

TERM RENTAL TERMS AND CONDITIONS

This is a term rental agreement with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' financing company. PBGFS provides financing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased or sold.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

- L2.1 You will make each Monthly Payment by the due date shown on our invoice.
- L2.2 You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Term. Your Monthly Payment will increase if your PBI Payments increase.
- L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

- L4.1 PBI owns any IntelliLink Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

L5. TERM

- L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

- L6.1 If you default, or terminate this Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

- L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and any related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

- L9.1 You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.
- L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

- L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. REPRESENTATIONS

- L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

- L12.1 If more than one customer is named in this Agreement, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

GENERAL TERMS

The following provisions apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. HOW TO CONTACT US

- G1.1 To obtain Maintenance Service, please either:
- (a) place a request for service on PBI's website at www.pb.com, under Customer Support; or
 - (b) call PBI's toll-free response center (the "Customer Care Center") at 1-800-522-0020 (Monday - Friday, 8am - 8pm ET, excluding PBI-observed U.S. holidays).
- G1.2 In the event you wish to cancel your Meter rental or you do not wish to renew your Maintenance Service after the Initial Term, please send written notice by mail to: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. (See Section S4.3 for details).
- G1.3 To cancel your Soft-Guard® Subscription, please contact us at 1-800-228-1071 (Monday - Friday, 8:30am - 5:30pm CT, excluding PBI-observed holidays).

G2. DEFINITIONS

The following terms mean:

"Agreement" - the Order, any applicable terms and conditions referred to in the Order and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"Covered Equipment" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

"Initial Term" - the period listed on the Order.

"Initial Service Term" - the twelve (12) months immediately following the start of the Lease, or longer as provided on the Order.

"Install Date" - the date the Equipment or other item is installed at your location.

"IntelliLink Control Center" or "Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Lease" - the Order and the Lease terms and conditions attached to the Order.

"Lease Term" - shall have the meaning stated in the Lease.

"Maintenance Service" - the maintenance service option for the Covered Equipment selected by you on the Order, excluding software maintenance and maintenance for Usage-based Equipment.

"Normal Working Hours" - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time U.S. zone where the Equipment or other items are located.

"Order" - the executed agreement between the applicable Pitney Bowes company and you for the equipment covered by the Order.

"PBGFS" - Pitney Bowes Global Financial Services LLC.

"PBI" - Pitney Bowes Inc.

"PBI Equipment" - PBI-branded equipment.

"Pitney Bowes" - PBI, PBGFS and their respective subsidiaries.

"Shipment Date" - the date the Equipment leaves our facility or our agent's facility for delivery to you.

"SLA" - the Service Level Agreement.

"SOW" - a Statement of Work you enter into with us.

"Third Party Equipment" - equipment manufactured by a party other than us.

"Usage-based Equipment" - equipment where charges are based on volume of use.

"We," "Our," or "Us" - the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," or "Customer" - the entity identified on the Order.

G3. WARRANTY

- G3.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of ninety (90) days from the Install Date (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Maintenance Service, reperform the Maintenance Service.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

G3.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED.

G3.3 **THIRD PARTY EQUIPMENT.** PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.

G4. LIMITATION OF LIABILITY

- G4.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU TO PBI FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM, EXCEPT FOR THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO PERFORMANCE SLA (SEE SECTION S2.2).
- G4.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.
- G4.3 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

G5. DEFAULT AND REMEDIES

- G5.1 **Default.** You are in immediate default if you do not make any payment when due, you breach any other obligation under this Agreement, you become insolvent or file for bankruptcy, or are in default under any agreement with PBI or PBGFS.
- G5.2 **Remedies.** Upon your default, we may:
- (a) cancel this Agreement and any other agreements PBGFS or PBI has with you;
 - (b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;
 - (c) disable the IntelliLink Control Center or Meter;
 - (d) require you to return the Equipment and IntelliLink Control Center or Meter;
 - (e) if you do not return the Equipment and IntelliLink Control Center or Meter, require you to make immediate payment of an amount equal to the remaining value of the Equipment, IntelliLink Control Center or Meter at the end of the Lease Term, as determined by us;
 - (f) charge you a late charge for each month that your payment is late;
 - (g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
 - (h) charge you a check return fee for payments made by you with insufficient funds;
 - (i) reasonably attempt to mitigate our damages and costs in the event of your default, although you acknowledge that we are not obligated to do so; and
 - (j) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment, IntelliLink Control Center or Meter, we are not waiving our right to collect the balance due.
- G5.3 **Enforcing Our Rights.** You agree to pay all our costs, including attorneys' fees, in enforcing our rights under the Agreement with you.
- G5.4 **Suspension of Services.** PBI reserves the right to suspend any services during any period in which your account is more than thirty (30) days past due.
- G6. **TAXES**
- G6.1 You agree to pay Pitney Bowes for all charges and taxes (other than taxes on or measured by net income), calculated as set forth below, related to the Lease or based on or measured by the lease transaction, payments under the Lease, the Equipment or Equipment location, the Meter or Meter location or services provided in connection with the lease transaction, including but not limited to sales/use and property type taxes. Pitney Bowes will determine the value of the Equipment, the value of the Meter and the amount of such taxes to be charged to you. Such determinations will reflect a reasonable value of the Equipment or of the Meter or the actual taxes and depreciation thereon. The taxes and depreciation to be charged on the Equipment and the Meter may reflect certain average tax rates, different depreciation schedules or some other calculation. You agree to pay a processing, billing and tracking fee and administrative charge

to be determined by Pitney Bowes which may not bear a relationship to the tax charged or services performed, but such fee and charge shall in no event exceed in the aggregate \$35 for each year for each Lease schedule.

G7. EMBEDDED SOFTWARE

- G7.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

G8. INTERNET ACCESS POINT

- G8.1 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G9. MISCELLANEOUS

- G9.1 **Force Majeure.** We are not responsible for any delay or failure to perform resulting from causes beyond our control.
- G9.2 **Assignment.** You may not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void.
- G9.3 **No Right to Setoff.** Payments are not subject to setoff or reduction.
- G9.4 **Legal Action.** ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.
- G9.5 **Merger; Amendment; Severability.** The Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but you agree that none of the provisions of your purchase order will add to, modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.
- G9.6 **Survival.** Our respective rights and obligations under Section G4 (Limitation of Liability), G5 (Default and Remedies) and G6 (Taxes) survive termination of the Agreement.
- G9.7 **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT (SLA)

The following provisions describe the Service Level Agreement ("SLA") options that PBI offers on Covered Equipment (excluding software and Usage-based Equipment). The SLA option you select will be listed on the Order. A separate Software License and Maintenance Agreement ("SMA") covers software maintenance and will be attached to the Order if you are acquiring software. A separate maintenance agreement covers maintenance on the Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. DEFINITIONS

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

S2. SERVICE LEVEL OPTIONS

The following describes the two SLA options offered by PBI for the Covered Equipment.

S2.1 Standard SLA

- (a) **General.** Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S4.2) (the

"Maintenance Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PB will notify you when preventative maintenance is due or preventative maintenance service calls may be made at your initiation.

- (b) **Obtaining Service.** You can obtain service online or by telephone as set forth in the "How to Contact Us" section of the General Terms.
- (c) **Replacement Service.**
 - (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the

same or a functionally equivalent model to replace the affected Covered Equipment.

- (ii) Within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.

- (iii) You are responsible for the return of Covered Equipment until PBI receives it.

(d) Repair Service.

- (i) If PBI determines that repair service is necessary, PBI may provide repair by remote access, diagnostics and coordinated remote service, or by on-site repair service.
- (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
- (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
- (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

- (e) Additional Covered Items. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of the circumstances described in Section S7.1(a)(ii).

S2.2 Performance SLA

- (a) General. If you select this option, PBI will provide the following support:

- (i) All coverage provided under Standard SLA, PLUS:
- (ii) Discount on billable professional services related to the Covered Equipment requested by you and agreeable to us. Billable professional services is additional labor that is not covered by the Standard SLA and includes but are not limited to ongoing equipment training services on how to use the Covered Equipment.
- (iii) Quarterly performance reports consisting of service request and response time history made available quarterly in Customer's secured MyAccount site at www.pb.com.
- (iv) Advisory workshop is limited to one two hour application consultation for your customer communications management and/or shipping solution needs.
- (v) Admission to a mail management seminar delivered by Pitney Bowes - limited to admission for one individual for one seminar.

- (b) Response Time Commitment.

- (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as selected by you on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
- (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
- (3) The Response Time Commitment does not apply to Service designated as service by replacement, software maintenance, preventive maintenance, operator training, or other services not essential to repair the Covered Equipment. These services will be scheduled in advance.
- (4) If the Covered Equipment is moved from its original location, PBI may remove the Response Time

Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time Commitment and the cost of maintenance coverage without this obligation.

- (iv) Liquidated Damages for Failure to Meet Response Time.

- (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to three (3) months of the cost of the premium of the Response Time Commitment.
- (2) You must use a credit request form in order to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Maintenance Service Term. The remedies described in this Section are your sole remedy for PBI's failure to meet the Response Time Commitment.

S2.3 Connect+ Advantage

- (a) If you select Connect+ Advantage, PBI will provide: the support specified in the description of Connect+ Advantage contained in the Connect+ Advantage Solution Summary provided to you and: either the coverage provided under Standard SLA, or under Performance SLA, as selected by you on the Order.
- (b) Connect+ Advantage is only available for items listed with a # next to the description.

S3. FEES

- S3.1 You will pay the fees for the Initial Service Term, and any Renewal Service Term(s). These fees are incorporated into your payment cycle (e.g., Quarterly Payment for leased equipment).

- S3.2 Late Fees. Our remedies for your failure to pay on time are set forth in the "Default; Remedies" section of the General Terms.

- S3.3 Fees for Services Not Covered by this SLA. If the service technician provides service for repairs caused by one of the conditions listed in Section S7.1(a)(ii), PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S4. MAINTENANCE SERVICE TERM

- S4.1 Term. PBI will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.

- S4.2 RENEWAL SERVICE TERM(S). MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:

- (a) YOU TERMINATE MAINTENANCE SERVICE AS SPECIFIED IN SECTION S4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR
- (b) YOUR LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE MAINTENANCE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
- (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

- S4.3 Ending Your Maintenance Service.

- (a) If you do not wish to renew Maintenance Service, you must deliver a written notice (including your account number) (the "Termination Notice") by Certified Mail™ to the address listed in the "How to Contact Us" section of the General Terms. Your Termination Notice must include your customer account number and lease number (if applicable), and is effective ten (10) business days after PBI receives it.
- (b) PBI reserves the right not to renew your SLA at any time and for any reason.

- S4.4 Maintenance Service Changes.

- (a) PBI may modify its Maintenance Service by giving written notice to you (a "Maintenance Change Notice"), which will state whether the change is material.

- (b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Service as described in Section S4.3 above.

S5. WARRANTIES; LIMITATION OF LIABILITY

S5.1 The warranty for the Equipment and services as well as PBI's Limitation of Liability are set forth in the applicable section of the General Terms.

S6. EQUIPMENT/METER COVERAGE

S6.1 You cannot elect to have Maintenance Service apply to some but not all of the items of Equipment. If you choose not to cover all items of Equipment under Maintenance Service, we reserve the right to terminate Maintenance Service for all the Equipment.

S7. ADDITIONAL MAINTENANCE TERMS

S7.1 These terms apply to all Maintenance Service options:

- (a) Limitations. Maintenance Service does not include:
- (i) software maintenance and/or updates and maintenance on Usage-based Equipment; and
 - (ii) services and repairs that are made necessary due to:
 - (A) negligence or accident, damage in transit, virus contamination and loss of data;
 - (B) use of Covered Equipment in a manner not authorized by this SLA or the Equipment user guide;
 - (C) natural causes such as fire or flood as well as other causes outside of PBI's control;
 - (D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
 - (E) loss of electrical power, power fluctuation, operator error;
 - (F) sabotage, repair or attempted repair by anyone other than PBI;

- (G) the use of third party supplies (such as ink), hardware, or software resulting in: (i) damage to the Equipment (including, without limitation, damage to printheads); (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images;

- (H) failure to use applicable software updates; or
(I) use of Covered Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

- (b) Additional Exclusions. Unless covered under one of the above maintenance options, Maintenance Service excludes the supply of rate program software for electronic scales and weighing systems, software maintenance and/or updates and Consumable Supplies for all levels of service.

(c) Replacement Equipment.

- (i) If you replace any of your Covered Equipment during the Maintenance Service Term, and the replacement Equipment qualifies for maintenance services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
- (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
- (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Maintenance Service with respect to the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you acquire an IntelliLink® Control Center or Meter from Pitney Bowes. Other terms may also apply, depending on the transaction.

R1. DEFINITIONS

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

R2. EQUIPMENT RENTAL AND INTELLILINK® SUBSCRIPTION (METER RENTAL)

R2.1 Fees.

- (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and IntelliLink Subscription fees listed on the Order.
- (b) After the Initial Term, we may increase the rental and IntelliLink Subscription fees upon 30 days' prior written notice.
- (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R2.2 Postage.

- (a) To obtain postage for your Meter, you must contact our Postage By Phone® data center.
- (b) You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account that you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See the "USPS Acknowledgment of Deposit" section of the General Terms for more information.
- (c) After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- (d) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage

advance program and billed separately from your IntelliLink Subscription fees.

R2.3 Meter Repair or Replacement.

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to the Meter, we will repair or replace the Meter.

R2.4 Terms of Use; Federal Regulations.

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) You agree to use only attachments or printing devices authorized by us.
- (d) You must receive our written consent before moving the Equipment or Meter to a different location.
- (e) Federal regulations require that we own the Meter.
- (f) Tampering with or misusing the Meter is a violation of federal law.
- (g) Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.
- (h) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the

United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- (i) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to Us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (j) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R2.5 Rate Updates and Soft-Guard® Program.

- (a) Your Meter or Equipment may require periodic rate information updates that you can obtain under our Soft-Guard program, or you will receive individual rate updates as a separate charge.
- (b) If you have purchased a Soft-Guard Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
- (d) Your Soft-Guard Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to Equipment relocation.
- (e) If your Soft-Guard Subscription has expired, or if you have received the maximum number of rate updates under your Soft-Guard Subscription, you will be billed for any additional rate update you request.

- (f) You can also renew the Soft-Guard Subscription by contacting PBI online or by telephone at the address and numbers set forth in the "How to Contact Us" section of the General Terms.

R2.6 Warranty.

- (a) The warranty for the Equipment and services is set forth in the "Warranty" section of the General Terms.

R2.7 Limitation of Liability.

- (a) PBI's limitation of liability is set forth in the "Limitation of Liability" section of the General Terms.

R2.8 Collection of Information.

- (a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

R2.9 IntelliLink® Control Center/Meter Care and Risk of Loss.

- (a) You agree to take proper care of the IntelliLink Control Center and/or Meter(s) as stated in this Agreement and any user documentation.
- (b) You assume all risk of loss or damage to the IntelliLink Control Center and/or Meter(s) while you have possession.

R3. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R3.1 Fees.

- (a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink Control Center with the USPS data system.

- R3.2 Ending the Value Based Services.** We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a lockbox bank (the "Lockbox Bank") for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account ("your Reserve Account") which you maintain at the Bank.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may, from time to time, make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER® TERMS AND CONDITIONS

The following provisions apply when you first enroll in the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within twenty (20) days of the date of this Agreement that will be more specifically tailored to your Purchase Power Account (the "Account") and will apply to your ongoing participation in the Program.

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) If you subscribe to the EasyPermitPostage® service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees.

(c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (the "Bank") and is not available to individuals for personal, family, or household purposes.

P1.2 Account Charges. (a) Your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account.

P1.3 Billing, Payments, and Collection. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank reserves the right to deliver any statement electronically to the email address that is then on file for the Company. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 Deferred Payment Terms. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable.

(iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first

day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2010, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit.

P1.5 Account Cancellation and Suspension. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 Amendments; Electronic Delivery; Termination. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you or by electronic notice via the email address that is then on file for the Company. You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms and provisions then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 Governing Law. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 USA PATRIOT Act. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

PRESORTXTRA™ PROGRAM TERMS AND CONDITIONS

The following provisions apply when you enroll in the Pitney Bowes PresortXtra Program and apply only to the services provided under the PresortXtra Program.

X1. FBI'S RESPONSIBILITIES

Depending on the service(s) you have selected on your PresortXtra Program Requirements and Enrollment Form, we will pick up your metered First-Class™ letters ("Letters"), First-Class flats ("Flats"), or both ("Program Mail"), provided to us and prepared by you in accordance with additional terms and conditions provided to you when you enroll in the PresortXtra Program ("Program Requirements and Enrollment Form"). We will pick up your Letters and/or Flats at your designated location(s) and in accordance with the schedule we may mutually agree upon from time to time. We will sort the Program Mail at one of our mail processing facilities. We will perform this service under this Agreement in accordance with accepted mail processing industry standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

X2. CUSTOMER'S RESPONSIBILITIES

X2.1 Letters. You will prepare your qualifying Letters as described in the Program Requirements and Enrollment Form. You will be

responsible to meter the Letters at the then current presort discount rate established by the United States Postal Service (the "USPS").

X2.2 Flats. You will prepare your qualifying Flats as described in the Program Requirements and Enrollment Form. You are responsible for metering such Flats at the then current USPS 3 digit First-Class flat rate. You agree that we will invoice you through your Purchase Power credit line for any fees at the rate set forth in the Program Requirements and Enrollment Form.

X2.3 General. You will have your Program Mail ready for pickup at your designated locations and in accordance with the schedule we mutually agree upon from time to time. You agree that time is of the essence with respect to each of your obligations for which time is a factor. You will ensure that your Program Mail complies with all applicable laws, rules and regulations, including but not limited to, all USPS regulations, and you will promptly execute any and all documents required by the USPS. You will ensure that your mail comp

lies with the requirements set forth in the Program Requirements and Enrollment Form.

X3. GENERAL TERMS

X3.1 Indemnification. In the event that we are subjected to any loss, expense, damage or liability due to your acts or omissions, including but not limited to any claims by any third parties, or fines or assessments imposed by the USPS or other governmental entities, you will indemnify and hold us harmless from such loss, expense, damage or liability, including our reasonable attorney's fees.

X3.2 Termination. We may discontinue providing the PresortXtra Program service upon one (1) business day's notice in the event you breach any of your obligations hereunder, including, but not limited to, those set forth in the Program Requirements and Enrollment Form, and fail to cure such breach within ten (10) business days of written notice from us advising you of the nature of such breach. Either party may terminate with or without cause upon thirty (30) days' prior written notice, provided that you remain responsible for paying any outstanding invoice(s) after such discontinuation.

X3.3 Modification; Amendment. If the USPS adopts any new postal regulations, procedures, rates or incentives, we may modify or terminate the PresortXtra program upon fifteen (15) days prior written notice to you.

X3.4 Right to Subcontract. We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.

**CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 8/12/13 Council Business Item:

B. Issue/Topic: **Sewer Rate Charges**

C. Sponsor(s):

1. Jon Chambreau
- 2.

D. Background (overview of why issue is before council):

1. The City is calculating the utilities bills using a meter read date that is not the last day of the month. The resolution refers to a month for the sewer averaging.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

- 1.

F. Impacts:

1. Fiscal: None.
2. Legal: Requested
3. Personnel: .
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates:

J. Proposed Motion: **Clarification to staff of what the council intended by the term month in the sewer averaging resolution.**

**CITY OF ILWACO
RESOLUTION NO. 2013-02**

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AMENDING THE FEE SCHEDULE FOR THE 2013 SEWER, WATER AND STORMWATER RATES AND CONNECTION CHARGES

WHEREAS, it is the desire of the City Council to adjust sewer, water and stormwater rates and connection charges annually, as needed, to align with service costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Sewer Rates. The minimum monthly base rate for sanitary sewage disposal shall be on a water meter size basis calculated based on the gallons per minute (GPM) flow capacity of the meter, as follows, and all rates and charges outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Meter Size	GPM Flow*	Meter Weight	Rate
5/8" or 3/4"	30	1.00	\$35.00
1"	50	1.67	\$58.45
1 1/2"	100	3.33	\$116.55
2"	160	5.33	\$186.55
3"	300	10.00	\$350.00
4"	500	16.67	\$583.10
6"	1000	33.33	\$1,166.55
8"	1600	53.33	\$1,866.55

* Washington State Department of Health Financial Viability Manual

In addition to the monthly rate based on meter size, the following rates shall also apply:

Commodity Charge	Rate
▪ For each one hundred (100) cubic feet of metered water. For residential accounts, water consumption for the preceding April, May, October and November will be averaged <u>semi-annually</u> to determine the amount of sanitary sewer usage that will be charged for each month in the ensuing year . For commercial accounts, monthly metered water shall determine the commodity charge assessed for sanitary sewer for that month.	\$8.65
▪ For each one hundred (100) cubic feet of metered sewerage flow (ONLY for large business with sewer flow meter)	\$10.81
▪ For each one hundred (100) cubic feet of metered grey water	\$2.42

Section 2. Water Rates. The minimum monthly rates for all water users shall be on meter size basis calculated based on the gallons per minute (GPM) flow capacity of the meter, as follows, and all rates and charges outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Meter Size	GPM Flow*	Meter Weight	Rate
5/8" or 3/4"	30	1.00	\$25.90
1"	50	1.67	\$43.25
1 1/4"	75	2.50	\$64.75
1 1/2"	100	3.33	\$86.25
2"	160	5.33	\$138.05
3"	300	10.00	\$259.00
4"	500	16.67	\$431.75
6"	1000	33.33	\$863.25

* Washington State Department of Health Financial Viability Manual

In addition to the monthly rate based on meter size, the following rates shall also apply:

Type of Charge	Rate
▪ Commodity Rate: For each one hundred (100) cubic feet of water usage	\$3.60
▪ Fire Sprinkler: For each fire sprinkler	\$18.57

Section 3. Stormwater property classifications and rates. For the purposes of assessing stormwater utility fees, all properties shall be classified by parcel or lot size and whether they are developed or undeveloped as per the records of the Pacific County Assessor, as follows:

Classification	Description	Rate
All parcels	Undeveloped commercial and residential	\$3.61
Parcels 6000 SF or less (.14 acres)	Developed residential	\$6.18
	Developed commercial	\$7.21
Parcels greater than 6000 SF (greater than .14 acres)	Developed residential	\$8.24
	Developed commercial	\$9.27

Section 4. Water connection charges. In addition to the foregoing rates and charges, the city shall charge for each building or service connection to the water system a connection charge of two thousand five hundred dollars (\$2,500) per meter equivalent (Ilwaco Municipal Code 13.04.020), and all connections outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

All water meter connections for fire sprinkler installation shall be at the rate of one thousand eight hundred dollars (\$1,800) per connection.

Section 5. Sewer connection charges. In addition to the foregoing rates and charges, the city shall charge for each building or service connection to the sanitary sewer system a connection charge of a six thousand two hundred dollars (\$6,200) per proportional equivalent (Ilwaco Municipal Code 13.04.110), and all connections outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Section 6. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 7. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 22ND DAY OF APRIL, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes	X	X	X		X	
Nays				X		
Abstentions						
Absent						

EFFECTIVE: April 27, 2013

2013 Strategic Plan Six Months Update

July 2013

“Nature’s Best Effort”



530 Commercial St., Raymond, WA 98577
360-875-9330
360-642-9330

2013 GOALS, OBJECTIVES AND CRITICAL ACTIONS

GOAL I: TO BE AN EFFECTIVE AGENT OF ECONOMIC DEVELOPMENT

Objective 1: Facilitate resources for member businesses within Pacific County

Action Steps

- Identify, highlight and link new business resources available through federal, state, college and businesses association resources – on-going
 - Worked with the Port of Willapa Harbor on the submission for an IPZ designation which, if awarded, will bring together public/private partners to industry natural resource concerns and opportunities.
 - Pacific Mountain Cluster Study identified regional partners for industry growth through education, industry incentives, etc.
- Connect businesses with mentors – on-going
 - Connected one business with a mentor to receive input and suggestions.
- Develop and publish member directory i.e. website and printed materials – on-going
- Work with partners for the development of educational classes – on-going
 - Provided assistance to MRC for 2013 Science Conference.
 - Participated in USDA grant submission for delivery of educational opportunity which will be provided through Grays Harbor College and other partners. If awarded, this grant will begin in October 2013.

Objective 2: Promote awareness of PCEDC resources

Action Steps

- Market the BRC resources to businesses - on-going
 - Write and distribute informational newsletter to businesses
 - Distributed various informational updates via Constant Contact.
 - Semi-annual newsletter
 - Distributed letter from the "President."
 - You Spoke and We Heard newsletter
- Develop articles or newspaper columns on PCEDC resources and news – on-going
- Conduct 50 Business Retention, Expansion and Recruitment surveys – on-going
 - 23
- Market the Pacific Energy program and energy efficiency opportunities to the businesses and residence of Pacific County through outreach opportunities.

This program concluded June 30, 2013, with the following numbers reported.

- 954 Residents and business
- 71 Residential audits
- 37 Commercial audits
- 50 Rebates collected

Objective 3: Retain and attract businesses to Pacific County to create family wage jobs

Action Steps

- Strengthen and leverage partnerships with regional organizations i.e. Workforce Development Council, Columbia Pacific RC&EDD, Commerce, and other organizations for economic development activities - on-going - participated in 52 partner meetings to learn of or participated in expanding opportunities to Pacific County businesses.
- Collaborate and participate in the Pac 5 Innovation Expo to bring opportunities and services to Pacific County - This is held annually in December.

- Continue implementation of the Pacific County Strategic Marketing Plan
- Mail-out recruitment letter to targeted industries as identified in the 2012 Marketing Plan.
 - 78 recruitment letters mailed.
- Cluster Identification and Strategic Alignment study; food production, wood products, life sciences, chemical product and plastic manufacturing, and IT/telecommunications.
 - Completed the Pac 5/Pac Mountain Workforce Development Council cluster study.
- Distribute recruitment package for businesses i.e. hospital, cities, schools, utilities, county, etc .
- Worked with Pacific Council of Government to identify Electric Vehicle charging stations for business growth.
 - Assisted with the criteria development and potential site locations.

Objective 4: Market the competitive advantages to Pacific County as a place to do business

Action Steps

- Promote assets maps for distribution on: agriculture, retail, marine, and forest industries for recruitment – on-going
- Inventory and update website of industrial property – on-going
 - Continued to implement a strong marketing plan and mail out marketing materials.
- Web page to market commercial/industrial properties – under development.
- Engage in conversation with PC realtors to develop program to effectively market commercial properties.
- Identified gaps from industry cluster study and develop strategy for recruitment outreach to core industries within each cluster to identify priority opportunities to support industry development or close gaps, eliminate supply chain gaps, etc.
- Provided briefings to board to raise awareness of core industry impact and future opportunities to support them.
- Produced periodic employment projections targeting core industry and attendant workforce opportunities.
 - Provided manufacturing and seafood industry updates.

Objective 5: Assist with conversations that stimulate Commercial/Industrial Land Development

Action Step

- Continue to engage invested stakeholders to review the Industrial Lands Analysis
 - County zoning language (i.e. conducive to economic development, keep agricultural land language broad enough for light industry use)
 - Identify private and public sites, their readiness, and implement market efforts
- Develop next steps – for industrial land acquisition – on-going
- Seek opportunities to explore community development needs.
 - Continue to work with the City of Raymond on their CDBG grant for the EMS/Fire and Police Safety Complex.
- Identify and assist entities with the marketing of specific commercial/industrial properties in Pacific County (possible properties)
 - Ocean Beach School District - Black Lake Campus, Ilwaco
 - Willapa Valley School District – Lebam School, Raymond
 - Discovery Heights
 - City of Raymond
- Identify and work with Pacific County on how they can be proactive towards economic development.

Objective 6: Develop ideas to promote tourism in Pacific County

Action Steps

- Continue to develop ideas for product box give-away – on-going
- Update, print and distribute tourism marketing materials - on-going
 - Continue to apply for the PC Lodging Tax Funds for the printing of tourism materials.
 - Updated, printed and distributed – Discovery Awaits and Incredible Delectable.
- Develop partnership for tourism marketing opportunities
 - Work with Long Beach Peninsula Visitor Bureau to identify how the EDC can support the Charter Fishing Association with marketing needs and not duplicate LBPVB's efforts.
 - Work with Grays Harbor tourism partners and North Pacific County tourism partners to develop a Highway 101 and 105 loop map.

GOAL II: TO BE A VISIBLE AND VALUED MEMBER OF THE COMMUNITY

Objective 1: Develop routine communication processes to increase contact with members

Action Step

- Provide updates highlighting resources and updating PCEDC news via e-mails to existing membership – on-going
- Utilization of personalized letter to members for annual renewals – on-going annually
- Contact new businesses about the services the PCEDC provides and the value of becoming a member – on-going

Objective 2: Improve networking meetings structure

Action Steps

- Develop North & South networking meeting agendas focused on management through the recession, business retention, marketing, and PCEDC resources.
- Invite all PCEDC members to promote networking meetings.

Objective 3: Participate in or the development of tools to aid with the collection of economic data

Action Steps

- Maintain, update annually and distribute "Pacific County Economic Vitality."
 - Print PCEDC Economic Vitality report.
 - Updated stats and conducted resident and business surveys for 2013 EVI.
- Maintain and update Pacific County EDC website stats
 - Updated member and cities page and continue to update remaining pages.
- Developed survey to collect data for Pacific County Confidence Survey for publication.
- Develop survey for industry clusters to identify complementary businesses or industries.
- Provide services to members for data collection.
- Utilize EMSI data tools in providing statistics.
 - Found value in having access to EMSI data.

Objective 4 Seek partnerships that will broaden business opportunities

Action Steps

- Strengthen partnership with Pac 5 – Mason, Thurston, Lewis, Grays Harbor and Pacific County EDC for economic opportunities – on-going
- Strengthen regional partnerships i e COMMERCE, USDA, Workforce Development Council, SBDC, Col Pac RC & EDD – on-going

- Received Department of Commerce “Plays Well with Others” award for strong regional partnerships.
- Develop partnership with Olympic Area Agency on Aging (OAAA), hospitals, home care agencies, assisted living groups, housing authority and builders and other interested parties to discuss gaps in services and new funding opportunities.

Objective 5: Develop routine communication processes to increase awareness between legislators and Pacific County

Action Steps

- Continue to foster strong relationships with legislators.
 - Meet and or communicate quarterly with legislators and or their representatives.
 - Continue to conduct annual tour showcasing Pacific County activities.
 - Hold 2013 showcase tour for legislators and funders.
 - Started planning the September 2013 tour.
- Connect business issues with legislators as they arise.

GOAL III. TO BE HERE TOMORROW; SURVIVE

Objective 1: Seek opportunities for the sustainability of the organization.

Action Steps

- Look for grant opportunities to further the mission of the organization.
 - 2012 – 2013 Pacific Energy - \$100,000.
 - 2013 – 2014 Pacific Energy - \$100,000.
 - 2013 – Continuation of Strategic Marketing Plan - \$7,000.
 - 2013 – 0.09% Dredging Rapid Response Economic Impact Analysis - \$7,000.
 - 2013 - Coordinated and wrote the CDBG for the City of Raymond to conduct a feasibility study for a EMS/Fire and Police Safety Complex - \$23,000.
 - 2013-2014 – Columbia Pacific RC & EDD - \$22,000, if awarded.
- Develop fundraising opportunities for the organization.
 - Showcase Pacific County

CITY OF ILWACO
PARKS & RECREATION ADVISORY COMMISSION MEETING
Friday July 12th, 2013

Community Room, Ilwaco, WA

A. Call to Order

R. Schimelpfenig called the meeting to order at 7:20 pm.

B. Roll Call

Present: Commission members Haldeman, Schemelpfening, Wilkie, and Ducharme.

C. Reports

1. Firecracker 5k Report

R. Schimelpfenig reported 78 people competed in the second annual Firecracker 5k. From the proceeds of the race a \$400 donation will be made to Ilwaco Merchants Association for the 2014 Fireworks at the Port. In 2014 Databar Events (website) will be used to handle registrations and more categories (age, gender, etc.) will be added.

D. Comments of Citizens and Guests present

1. None

E. Business

1. Determine new note taker for meetings

J. Ducharme volunteered to be the new note taker for Parks & Recreation Commission meetings. D. Wilkie will no longer be the secretary.

2. Complete stakeholder list for Parks, Trails, & Natural Areas Plan

The stakeholder list was reviewed and focused. Stakeholder interview will begin in early August.

3. Review open house format

The format of the upcoming Parks, Trails and Natural Areas Plan Open House was discussed. It was determined to allocate \$50 toward cookies from Pink Poppy Bakery and coffee from Long Beach Coffee Roasters from the race fund.

4. Review public survey

The Parks, Trails and Natural Areas public survey was reviewed by members present and edited accordingly. The public survey will be available in print at City Hall, online through Survey Monkey, and be mailed out with utility billings in August.

F. Discussion

1. Current state of playground equipment at City Park

R. Schimelpfenig reported he performed some maintenance on the playground equipment at City Park after he deemed it was unsafe. He suggested an inspection be done on the playground equipment to determine its status.

ACTION: R. Schimelpfenig and J. Ducharme will perform inspection of playground equipment.

2. Potential partnership with Boys and Girls Club

J. Ducharme reported Jean Fisher (Long Beach Boys and Girls Club) would like to her organization to partner with Ilwaco Parks & Recreation to help with any upcoming projects.

ACTION: Jean Fisher will be contacted once an appropriate project has been selected.

3. Cape Disappointment Sprint Triathlon

R. Schimelpfenig recommended capping the event to 150 entrants (teams counting as one entrant). Cost this year will be \$75 for solo competitor and \$150 for teams. A website and Databar Events (website) registration page will be up for the event by July 27th, 2013. A new logo may need to be created for this year's event, local artists will be contacted. A

ACTION: A triathlon workshop was scheduled for July 23rd, 2013 at 7pm to discuss race specifics.

G. Correspondence and Written Reports

1. None

H. Next Schedule Meeting

The next schedule meeting August 9th, 2013; the second Friday of each Month at 7:15 pm.

I. Adjournment

ACTION: Motion to adjourn the meeting (D. Wilkie). The meeting was adjourned at 9:05 pm.